Contract Documents and Specifications for the Fulton County Land Reutilization Corporation & The Village of Delta

Bunting Bearings Plant #3 Demolition Project

Location

200 Van Buren Street, Delta OH

Funded By

CDBG FLEX, ODOD Brownfield Funds

Owner

The Fulton County Land Reutilization Corporation & The Village of Delta

Engineering Firm

Tetra Tech

Work Must Be Completed By

5/30/2027

Contract Documents Prepared By

Maumee Valley Planning Organization

Maumee Valley Planning Organization
1300 E Second St, Suite 200, Defiance, OH 43512
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Section 1: Advertisement to Bidders

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Advertisement to Bidders

On behalf of the **Fulton County Land Reutilization Corporation and the Village of Delta** invites bidders to submit **sealed bids** for the **Bunting Bearings Plant #3 Demolition Project.**

Bids will be received at Delta Village Hall located at **401 E. Main Street, Delta, OH 43515** until **1:00PM** (local time), **on Tuesday, September 29, 2026**, at which time and place bids will be opened publicly and read aloud. Bids received after **1:00PM** will be returned unopened. **A MANDATORY Pre-Bid Walkthrough of the site will be held on September 15th at 10:00 AM.**

This project consists of: **HEPA vacuuming all building surfaces to prevent the spread of lead-contaminated dust during demolition activities; baghouse demolition and hazardous materials removal; and asbestos abatement and building demolition, with all materials to be disposed of off-property in accordance with local, state, and federal regulations. A copy of the Scope of Work Bid Package can be obtained online at www.mvpo.org/bids.** The engineer's estimate for this project is $350,000 for remediation/asbestos/decontamination of the buildings and $500,000 for demolition of Building 3 and Bag House**.** This project is subject to all applicable Federal Labor Standards. This project is funded through the Federal Community Development Block Grant Program, Program Year 2023 and the **Fulton County Land Reutilization Corporation**.

To start filling out your bid, go to Section 3: Instructions to Bidders in the Contract Documents. The contract documents may be obtained in the following ways:

1. Online at https://www.mvpo.org/bids;
2. Via email, per request to mvpo@mvpo.org; OR
3. In-person at the Maumee Valley Planning Organization's Office located at 1300 East Second Street, Suite 200, Defiance, OH 43512. Open Monday – Friday, 8:00 am – 4:30 pm.

To submit your bid, sign it, submit it on the separate bidding forms included in **Section 4: Bid Proposal Form**, seal it in an envelope with **"Bunting Bearings Plant #3 Demolition Project"** on the front, and accompany it with a Bid Guaranty Bond in the amount of 100% of the Bid amount, subject to conditions provided in the Instructions to Bidders. The Bid Guaranty Bond shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The **Village of Delta** and the **Fulton County Land Reutilization Corporation** reserve the right to reject every bid and to waive informalities, irregularities, and errors in the bidding to the extent permitted by law. The County reserves the right to purchase material from the most economical source. Location of material and job site, as well as any other pertinent factors, will be taken into consideration. No bidder may withdraw their bid within 60 days after the actual date of the opening of the bids.

To be published on: 9/9/2026, 9/16/2026

End of Advertisement to Bidders

Section 2: Addenda to the Contract Documents

ADDENDUM #1: The bid opening date and time has been moved to 9:30AM on Tuesday, October 20th, 2026. The bid opening location remains unchanged.

ADDENDUM #2: The bid opening date and time has been moved to 9:30AM on Tuesday, November 17th, 2026. The bid opening location remains unchanged.

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Section 3: Instructions to Bidders

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Item 3.1 - Receipt & Opening of Bids

The **Fulton County Land Reutilization Corporation** (the "responsible entity") and the **Village of Delta,** (the project "Owner") hereby invite bids for the **Bunting Bearings Plant #3 Demolition Project.** This project is funded by **grant number C-D-23-2NB-1 and ODOD Brownfield funding**. The owner will not consider incomplete bids.

Bids will be received by the Owner at the office of the **Delta Village Hall until 1:00PM, 9/29/2026.** Submit your bid to **the Village of Delta, 401 E. Main Street, Delta OH 43515.** Submit your bid in a sealed envelope. On that sealed envelope, visually indicate that it is a bid for the **Bunting Bearings Plant #3 Demolition Project.** The engineer's estimate for this project is $350,000 for remediation/asbestos/decontamination of the buildings and $500,000 for demolition of Building 3 and Bag House**. This estimate was calculated using Davis Bacon Wage Rates.**

The Owner may consider or reject all bids. Any bid received after the time and date specified shall not be considered. A bidder may withdraw their bid prior to the actual time of the opening of the bids. No bidder may withdraw a bid within 30 days after the actual date that bids are opened.

Item 3.2 – Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by all forms, affidavits and information requested in **Section 4: Bid Proposal Forms**. All blank spaces for bid prices must be filled in, both words and figures, and the foregoing Certifications must be fully completed and executed and submitted. In case of discrepancies of written words and figures, the prices written in words shall govern. **Note:** Filling out those forms incorrectly will result in an incomplete bid proposal. Incomplete proposals will not be considered for award after bids are opened.

A MANDATORY Pre-Bid Walkthrough will be held on September 15th, 2026 at 10:00 AM at the project location.

Item 3.3 – Modification of Bid

Bidders may modify their bid in writing. Bid modifications must be signed and dated and submitted to the Owner at least two business days prior to bid opening. Bidder shall not disclose the total bid price or final bid terms in modification. Only tell Owner the modification to the line item.

Item 3.4 - Method of Bidding

The Owner invites unit price/lump sum price bids as indicated in the Bid Form. If the lowest total responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

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

Item 3.5 - Qualifications of Bidder

The Owner may make such investigations as they deem 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*.

Item 3.6 - Bid Security

Each bid must be accompanied by a performance bond prepared on the form of the performance 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 100% of the bid. Such performance bonds will be returned to all except the three lowest bidders within 3 days after the opening of the bids, and the remaining 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 has not been notified of the acceptance of bid. Attorneys-in-fact who sign the bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Item 3.7 - Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited within their bid.

Item 3.8 - Conditions of Work

Each bidder must inform themselves 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 obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor in carrying out the work must employ such methods or means as will not cause any interruption or interference with the work of any other contractor.

Item 3.9 - 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 bid.

Item 3.10 - Examination of Site

Each bidder shall and is hereby directed to inspect the entire site of the proposed work and judge for themselves as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.

Item 3.11 - Soil Conditions

Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making boring or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he 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 boring 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 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.

Item 3.12 - 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.

Item 3.13 - Addenda & Interpretations

No official interpretations of the meaning of the plans, specifications or other pre-bid documents will be made to the bidder orally.

Every request for such interpretation should be in writing addressed to **Tetra Tech AND Maumee Valley Planning Organization – stanley.lynn@tetratech.com AND eblair@mvpo.org.** To be given consideration, this request must be received at least three (3) business days prior to the scheduled date for bid opening.

All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent via email to all bidders on the plan holders list and posted to www.mvpo.org/bids, not later than **three (3) business 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 bid as submitted. All addenda so issued shall become part of the contract documents. Bidder must sign receipt of addenda and submit with their bid in the event addenda is issued.

Item 3.14 – Water Supply

Contractor will be charged at a bulk rate of $20 per 1000 gallons and a meter deposit of $250.00.

Item 3.15 - Signature of Bidders

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

Item 3.16 - 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 Wages
- **c)** Requirement for a payment bond and performance bond for 100% of the contract
- **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
- **i)** Certification(s) of Proposed Subcontractor(s) Regarding Section 3 and Segregated Facilities
- **j)** If over $100,000: Certification by Contractor and Subcontractors of Compliance with Air and Water Acts.
- **k)** Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- **l)** (All) Subcontractor's Certification(s) Concerning Labor Standards and Prevailing Wage Requirements

Item 3.17 - Additional Obligations Upon Contract Award

1) Upon award of the contract, but prior to the execution of the final agreement and Notice to Proceed, the **Contractor** shall submit all the following documents, completed as required:
- **a)** Acceptance of Notice of Award
- **b)** Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
- **c)** Insurance certificate(s) and/or policy/policies
- **d)** Performance & Payment Bond

2) Upon award of the contract, but prior to the execution of the final agreement and notice to proceed, the CONTRACTOR must obtain all the following documents from **each** Subcontractor**,** completed as required:
- **a)** Contract with prime contractor
- **b)** Subcontractor's Certification of Understanding of Labor Standards and Federal Davis-Bacon Wage Requirements
- **c)** If over $10,000.00: Certification of Subcontractor Regarding Equal Employment Opportunity
- **d)** If over $10,000.00: Certification of Non-Segregated Facilities
- **e)** Section 3 Plan for Subcontractor
- **f)** Certification of Subcontractor Regarding Section 3 and Segregated Facilities

Item 3.18 - Foreign Corporations and Contractors

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state.

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

Section 4: Bid Proposal Forms

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4.1 Contractor's Contact Information

Business Name: _____ **Address:** _____

Primary Contact: _____ **PO Box:** _____

Employer ID: _____ **City:** _____

Phone Number: _____ **State:** _____

Email Address: _____ **Zip:** _____

Fax Number: _____

Is this company a Section 3 business? ☐ Yes ☐ No

Do you intend to use Subcontractors for this project? ☐ Yes ☐ No

4.2 Receipt of Addenda

Bidder acknowledges receipt of the following addenda (BIDDER MUST WRITE IN ADDENDA NUMBER AND TITLE IN SPACE BELOW)

ADDENDUM #1: The bid opening date and time has been moved to 9:30AM on Tuesday, October 20th, 2026. The bid opening location remains unchanged.

ADDENDUM #2: The bid opening date and time has been moved to 9:30AM on Tuesday, November 17th, 2026. The bid opening location remains unchanged.

Name of Bidder: _____

Signature of Authorized Signee: _____

Date of Signing: _____**(MM/DD/YYYY)**

Time of Signing: _____

4.3 Unit Price Schedule

Bidder, this is your proposal to perform all the work described in the design specifications and shown on the design plans for unit process that you specify below.

***Your unit price schedule must factor in federal Davis-Bacon Wage Rates to be paid to employees working on the job site.**
Yellow = MVPO inputs this from the Engineer before Printing it

Item #	Description	Estimated Quantity	Unit Type	Unit Price in *Numbers*		Unit Price in *Words*	Total Estimated Cost of Item in *Numbers*	

Item #	Description	Estimated Quantity	Unit Type	Unit Price in *Numbers*		Unit Price in *Words*	Total Estimated Cost of Item in *Numbers*	

Total Bid Amount in Numbers: _____

Total Bid Amount in Words: _____

Unit Price Schedule Submitted By

Name of Contractor: _____

Business Address: _____

Name of Signee (Printed): _____

Title of Signee: _____

Email: _____

Phone: _____

Signature: _____

Date of Signing _____**(MM/DD/YYYY)**

4.4 Certification & Condition of Bid Proposal

a) _____ **(official business name)**, **hereinafter called "Bidder",** is a (Check one):

- ☐ corporation, organized and existing under the laws of the State of Ohio,
- ☐ a partnership, or
- ☐ an individual doing business as _____

b) The Bidder hereby submits this bid proposal to perform all the work associated with the following project: **Bunting Bearings Plant #3 Demolition.**

c) To: **Fulton County Land Reutilization Corporation** and the **Village of Delta**, hereinafter called "Owners", in response to the Advertisement to Bidders, the Bidder proposes to:

- Perform all work for the above referenced project in full accordance with the Contract Documents
- Complete the project within the specified contract period and
- Execute the work for the prices set forth in the accompanying Bid Schedule

d) By submitting this Bid, the Bidder, (or each party in the case of a joint bid) certifies independently and without collusion that this proposal has been prepared without consultation, communication or agreement with any other bidder or competitor concerning pricing or any other aspect of the bid

e) The undersigned affirms full knowledge of the project site, local conditions, and requirements.

f) The Bidder agrees to furnish all labor, materials, equipment, bailing, shoring, removal, overhead, profit, insurance and services necessary to complete the work as described in the Specifications and to accept full compensation as defined by the lump sum or unit prices stated in the Bid Schedule – including any increases or deductions in quantities

g) The Bidder agrees to commence work upon issuance of a written **Notice to Proceed** by the Owners and to fully complete the work by the project's required completion date. In the event of failure to complete the work by the specified date, the Bidder agrees to pay liquidated damages of $250.00 per calendar day, as provided in Article 12 of the General Conditions.

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

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

c) Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds required.

d) The bid security attached in the sum of _____ **(insert your total bid proposal price***)* is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Signed this _____ day of _____, _____, By _____,
Day **Month** **Year** **Name**

Signature: _____.

4.5 Bonding & Insurance Requirements for the Bid Proposal

For this project, it is ***required*** that bidders submit a bid bond form in the amount of 100% of their bid. *ORC Section 153.54, "Bid guaranty to be filed with bid."*

a) Each bid bond must be duly executed by the bidder as principal and having a surety thereon a surety company approved by the Owner.
b) Attorneys-in-fact who sign the bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

As stated in ITEM B.6 of Section 3, Instructions to Bidders: Such bid bonds will be returned to all except the three lowest bidders within 3 days after the opening of the bids, and the remaining 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 has not been notified of the acceptance of bid.

Instructions: In short, you need:

a) Completed Bid Bond Form (on next page)
b) Certificate of Compliance from the surety/bonding company you use.
c) Power of Attorney of the "Attorney-in-Fact" who signed your bid bond form.
d) Certificate of Liability Insurance

Bid Bond Form (Citation: O.R.C. § 153.571)

Know all persons by these presents, That we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto the **Fulton County Land Reutilization Corporation and the Village of Delta** as obligee(s) in the penal sum of the dollar amount of the bid submitted by the principal to the obligee(s) on September 29, 2026 **(09/29/2026*)*** to undertake the project known as **Bunting Bearings Plant #3 Demolition.** The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee(s), incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee(s), which are accepted by the obligee(s). In no case shall **the penal sum exceed the amount of** _____. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, 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.

Signed this ____ day of _____, _____ the condition of the above obligations is such, that whereas the above-named principal has submitted a bid for Bunting Bearing Plant #3 Demolition.

Now, therefore, if the obligee(s) 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(s) the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee(s) may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee(s) does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee(s) the difference not to exceed ten per cent of the penalty hereof 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(s) 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;

Now also, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, 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 the benefit of any materials supplier or laborer having a just claim, as well as for the obligee(s) 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 the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

In witness whereof, the parties have affixed their signatures on the date set forth below to be effective on the date first written above.

Principal		**Surety**	
Printed Name:	_____	**Printed Name:**	_____
Title of Authorized Signee:	_____	**Title of Authorized Signee:**	_____
Signature:	_____	**Signature:**	_____
Date of Signing:	_____	**Date of Signing:**	_____

4.6 Delinquent Personal Property Tax Affidavit

State of Ohio
County of Fulton

According to Section 5719.042 of the Ohio Revised Code:
After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was 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 the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) days of the date it is submitted.

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

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

Please sign the affidavit.

Bidder

Signed this _____ day of _____, _____, at _____.
Day Month Year Time

By _____, _____ for _____.
Name Title Name of Firm

Signature: _____.

Notary Public

Subscribed and sworn to before me this _____ day of _____, _____, at _____.
Day Month Year Time

My commission expires on _____ / _____ / _____.
Day Month Year

Please Place Your Seal Here (if you have one):

Signature: _____.

4.7 Non-Collusion Affidavit

State of Ohio
County of Fulton

BID Identification the **Bunting Bearings Plant #3 Demolition Project.**

(1) _____ ***(contractor)*** being first duly sworn, deposes and says that he is _____ ***(sole owner, a partner, president, secretary, etc.)*** of _____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such BID is genuine and not collusive or sham; **(2)** that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; **(3)** that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such bid price, or of that of any other BIDDER, or to secure any advantage against the Owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, **(4)** 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 such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Please sign this affidavit.

Bidder

Signed this _____ day of _____, _____, at _____.
Day Month Year Time

By _____, _____ for _____.
Name Title Name of Firm

Signature: _____.

Notary Public

Subscribed and sworn to before me this _____ day of _____, _____, at _____.
Day Month Year Time

My commission expires on _____ / _____ / _____.
Day Month Year

Signature: _____.

Please Place Your Seal Here (if you have one)

4.8 Campaign Contributions Affidavit

Citation: Section 3517.13 of the Ohio Revised Code

This affidavit *must* be signed for all contracts for goods or services costing more than $500.

I,_____ (print your name and title), as an individual or as a representative of _____**(name of company***)*, am submitting a bid proposal for the **Bunting Bearings Plant #3 Demolition Project in the Village of Delta (CDBG # C-D-23-2NB-1)** to be awarded by the **Village of Delta** and **Fulton County Land Reutilization Corporation.**

I hereby certify the following statements to be true with respect to the prohibited activities listed in Ohio Revise Code Section 3517.13. I further state that I have the authority to make the following representation on behalf of myself or of the business entity:

That none of the following individuals has made one or more campaign contributions totaling in excess of $1,000.00 to any members of the **Village of Delta** or their individual campaign committee within the previous 24 months;

If awarded a contract for the purchase of goods or services costing more than $500.00, none of the following individuals shall, beginning on the date the contract is awarded and extending **until one year following the conclusion of the contract**, make one or more contributions totaling in excess of $1,000.00 to any member of the **Village of Delta** or their individual campaign committee:

- An individual or sole proprietor;
- Any partner or owner of the partnership or unincorporated business;
- Any shareholder of an association;
- The administrator or executor of an estate;
- A trustee of a trust;
- The owner of more than 20% of a corporation or business trust;
- The spouse of any one of the above;
- Each child of any person identified above between the ages of 7 and 17

That no combination of the following has made one or more contributions totaling in excess of $2,000.00 to any member of the **Village of Delta** or their individual campaign committee within the previous 24 months; and that if awarded a contract for the purchase of goods or services costing more than $500.00, **no combination of the following**, shall, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, make one or more contributions totaling in excess of $2,000.00 to any members of the **Village of Delta** of their individual campaign committee:

- An individual or sole proprietor;
- Any partner or owner of the partnership or unincorporated business;
- Any shareholder of an association;
- The administrator or executor of an estate;
- A trustee of a trust;
- The owner of more than 20% of a corporation or business trust;
- The spouse of any one of the above;

- Each child of any person identified above between the ages of 7 and 17.
- Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.

1) I recognize that any contract awarded to me/my company in violation of ORC 3517.13 may be rescinded and that I/we be fined not more than $1,000.00 or an amount equal to three times the amount contributed more than the amount permitted by the applicable division, if I am found guilty.

2) I further recognize that, pursuant to ORC 3517.13 (R)(3), knowingly making a false statement on this certification is a fifth-degree felony.

Please sign this affidavit.

Bidder

Signed this _____ day of _____, _____, at _____.
Day Month Year Time

By _____, _____ for _____.
Name Title Name of Firm

Signature: _____.

Notary Public

Subscribed and sworn to before me this _____ day of _____, _____, at _____.
Day Month Year Time

My commission expires on _____ / _____ / _____.
Day Month Year

Please Place Your Seal Here (if you have one):

Signature: _____.

4.9 Non-Discrimination and Equal Employment Opportunity Affidavit

State of Ohio
County of Fulton

I, _____ (Name), being first duly sworn, deposes and says that they are **_____ (Title)** of **_____ (Company Name)**, the party that made the foregoing Proposal; that such party does not and shall not discriminate against any employee or applicant because of race, creed, sex, disability or marital status as defined in section 4112.01 of the Ohio Revised Code, or color as is described and prohibited by Section 153.59 and/or 125.111 of the Ohio Revised Code. Furthermore, if awarded the contract under this proposal, said party shall indemnify and hold harmless the **Fulton County Land Reutilization Corporation and the Village of Delta** for any violations of Section 153.59 or 125.111 of the Ohio Revised Code made by any contractor, subcontractor, or any person who works on behalf of the party relating to the ensuing contract.

If successful as the lowest and best Bidder under the foregoing Proposal this party shall post non-discrimination notices in conspicuous places available to employees and subcontractors.

Please sign this affidavit.

Bidder

Signed this _____ day of _____, _____, at _____.
Day Month Year Time

By _____, _____ for _____.
Name Title Name of Firm

Signature: _____.

Notary Public

Subscribed and sworn to before me this _____ day of _____, _____, at _____.
Day Month Year Time

My commission expires on _____ / _____ / _____.
Day Month Year

Please Place Your Seal Here (if you have one):

Signature: _____.

4.10 Contractor's Certification Regarding Equal Employment Opportunity

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

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

Name of Contractor _____

Address of Contractor _____

1) Contractor 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) Contractor has filed all compliance reports due under applicable instructions, including SF-100.
☐ **YES** ☐ **NO**

4) Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ **YES** ☐ **NO**

Signature: _____ **Printed Name and Title:** _____ **Date:** ___/___/___

4.11 W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

See Specific Instructions on page 3. **Print or type.**

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

4.12 OPERS Independent Contractor Acknowledgement Form- Step 1 & Step 3 ONLY

NON-MEMBER ACKNOWLEDGMENT

OPERS

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to employeroutreach@opers.org.

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 1: Personal Information

First Name MI Last Name

Date of Birth: Month / Day / Year

STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

Employer Contact

First Name MI Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service

Month / Day / Year

End Date of Service

Month / Day / Year

PEDACKN (Revised 5/2022) Page 1 *(continued on back)*

STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **A copy of this form must be sent to OPERS.**

Signature_____ Today's Date____/____/____
Do not print or type name

4.13 Certificate of Ohio Worker's Compensation

Please turn in your Ohio Worker's Compensation Certificate here.

4.14 Contractor's Certification of Compliance with Federal Labor Standards Provisions HUD-4010 & Certification of Understanding and Eligibility

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:

- **a)** The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
- **b)** 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.
- **c)** The contractor is responsible for collecting weekly certified payrolls from its subcontractor, reviewing said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
- **d)** 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 contractor further certifies that:

- **a)** The Labor Standards provisions are included in the aforesaid contract:
- **b)** Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, in his responsibility;
- **C)** Neither they nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended [40 U.S.C. 275a-2(a)].
- **d)** No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- **e)** They agree to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

Organizational Disclosure:

The legal name and the business address of the undersigned is:

_____

The undersigned is:

_____ **A Single Proprietorship**

_____ **A corporation organized in the State of**

_____ **A Partnership**

_____ **Other Organization (Describe):** _____

The name, title and address of the owner, partners or officers of the undersigned are as follows.

Name	Title	Address

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are as follows. *If none state so here.*

Name	Address	Nature of Interest

The names addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are as follows. If none state so here.

Name	Adress	Trade Classification

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

Signature: _____ **Printed Name and Title:** _____ **Date:** ___/___/___

WARNING

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

4.15 Contractor's "Section 3" Plan

According to HUD, Section 3 applies when these thresholds are met:

The grant administering entity receives more than $200,000 in grant funds and invests any amount of these funds to carry out new construction or rehabilitation activity (including demolition and lead-based paint abatement). The administering entity includes the PJ/grantee, as well as any subrecipient (unit of local government) or subrecipient (nonprofit organization) that receives over $200,000.

A contractor of a project receives a contract for $100,000 or more in grant assistance.

If you do not already have a Section 3 Plan, you may use this as your Section 3 Plan for this contract:

_____ **(Name of Contractor**) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within **Fulton County**.

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 county the necessary number of lower income residents through: local advertising, media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

c) To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if 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 ensure that all appropriate project area business concerns are notified of pending sub contractual 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.

As officers and representatives of _____

Name of Contractor

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

Signature: _____ **Printed Name and Title:** _____ **Date:** ___/___/___

Loans, grants, contracts, and subsidies for less than $10,000 will be exempt.

Table A: Proposed Subcontracts Breakdown

For the period covering the duration of the CDBG Assisted Project.

Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*** The Project Area is coextensive with the Fulton County boundaries.**

Company Name: _____

Signature of EEO Officer: _____

Table B: Estimated Project Workforce Breakdown

Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental Mgmt.				
Office Clerical				
Service Workers				
Others				

Trade				
Journeymen				
Helpers				
Apprentices				
Max # of Trainees				
Others				

*****Lower income project area residents (L.I.P.A.R.) Are individuals residing within Fulton County of whose family income does not exceed 51% of the median income of the SMSA.

4.16 Contractor's Certification Regarding Section 3 and Segregated Facilities

Name of Primary Contractor: _____

Project Name: _____

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);

c) No segregated facilities will be maintained.

Signature: _____ **Printed Name/Title:** _____ **Date:** ___/___/___

Checklist for Section 4: Bid Proposal Forms for Primary Contractor

***Only complete bid submissions will be opened and considered by the* OWNER.** Please utilize this checklist to ensure your bid is complete at the time of submission, and that you have filled out, read, or acknowledged the appropriate sections.

- ☐ 4.1 – Contractor's Contact Information
- ☐ 4.2 – Receipt of Addenda (if applicable)
- ☐ 4.3 – Unit Price Schedule
- ☐ 4.4 – Certification & Condition of Bid Proposal
- ☐ 4.5 – Bid Bond
- ☐ 4.6 – Delinquent Personal Property Tax Affidavit
- ☐ 4.7 – Non-Collusion Affidavit
- ☐ 4.8 – Campaign Contributions Affidavit
- ☐ 4.9 - Non Discrimination and Equal Employment Opportunity Affidavit
- ☐ 4.10 – Contractor's Certification Regarding Equal Employment Opportunity
- ☐ 4.11 – W-9
- ☐ 4.12 – OPERS Independent Contractor Acknowledgement Form
- ☐ 4.13 – Ohio Worker's Compensation Certificate
- ☐ 4.14 - Contractor's Certification of Compliance with Federal Labor Standards
- ☐ 4.15 – Contractor's Section 3 Plan
- ☐ 4.16 – Contractor's Certification Regarding Section 3 and Segregated Facilities
- ☐ Certificate of Insurance *(can be turned in at a later date)*

REQUIRED FORMS FOR ALL SUBCONTRACTORS THAT CAN BE TURNED IN AT A LATER DATE

- ☐ 4.17 - Subcontractor's Section 3 Plan
- ☐ 4.18 - Subcontractor's Certification Regarding Section 3 and Segregated Facilities
- ☐ 4.19 - Subcontractor's Certification of Compliance with Federal Labor Standards
- ☐ 4.20 - Subcontractor's Certification Regarding Equal Employment Opportunity

Submitted

Signature: _____

Date of Signing: _____

Name and Title: _____ **(please print)**

Business Name: _____

Business Address: _____

_____

SUBCONTRACTOR FORMS – CAN BE FILLED OUT DURING CONTRACT SIGNING

Subcontractor Federal Labor Standards Bid Proposal Forms

If you will have any subcontractors perform labor on the site, please have them fill out the following forms prior to bid submission. The certifications and forms contained in this section of the bid proposal forms are based on regulations enumerated in Section 7 of these contract documents.

4.17 Subcontractor's "Section 3" Plan

According to HUD, Section 3 applies when these thresholds are met:

1) The grant administering entity receives more than $200,000 in grant funds and invests any amount of these funds to carry out new construction or rehabilitation activity (including demolition and lead-based paint abatement). The administering entity includes the PJ/grantee, as well as any subrecipient (unit of local government) or subrecipient (nonprofit organization) that receives over $200,000.

2) A subcontractor of a project receives a contract for $100,000 or more in grant assistance.

If you do not already have a Section 3 Plan, you may use this as your Section 3 Plan for this contract:

_____ *(Name of Contractor),* agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within **Fulton County**.

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 county the necessary number of lower income residents through: local advertising, media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

c) To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if 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 ensure that all appropriate project area business concerns are notified of pending sub contractual 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.

As officers and representatives of _____

Name of Contractor

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

Signature: _____ **Printed Name and Title:** _____ **Date:** ___/___/___

***Loans, grants, contracts, and subsidies for less than $10,000 will be exempt.**

Table A: Proposed Subcontracts Breakdown

For the period covering the duration of the CDBG Assisted Project.

Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*****The Project Area is coextensive with the **Fulton** County boundaries.

Company Name: _____ **Signature of EEO Officer:** _____

Table B: Estimated Project Workforce Breakdown

Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*****Lower income project area residents (L.I.P.A.R.) Are individuals residing within **Fulton** County of whose family income does not exceed 51% of the median income of the SMSA.

4.18 - Subcontractor's Certification Regarding Section 3 and Segregated Facilities

Proposed Subcontractor _____ **Project Name:** _____

The undersigned hereby certifies that:

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

Signature: _____ **Printed Name and Title:** _____ **Date:** ___/___/___

4.19 Subcontractor's Certification of Compliance with Federal Labor Standards Provisions HUD-4010 & Certification of Understanding and Eligibility

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:

- **a)** The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
- **b)** 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.
- **c)** The contractor is responsible for collecting weekly certified payrolls from its subcontractor, reviewing said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
- **d)** 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 contractor further certifies that:

- **a)** The Labor Standards provisions are included in the aforesaid contract:
- **b)** Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, in his responsibility;
- **C)** Neither they nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended [40 U.S.C. 275a-2(a)].
- **d)** No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- **e)** They agree to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

Organizational Disclosure:

The legal name and the business address of the undersigned is:

_____

The undersigned is:

_____ **A Single Proprietorship**

_____ **A corporation organized in the State of**

_____ **A Partnership**

_____ **Other Organization (Describe):** _____

The name, title and address of the owner, partners or officers of the undersigned are as follows.

Name	Title	Address

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are as follows. *If none state so here.*

Name	Address	Nature of Interest

The names addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are as follows. If none state so here.

Name	Adress	Trade Classification

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

Signature: _____ **Printed Name and Title:** _____ **Date:** ___/___/___

WARNING

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

4.20 Subcontractor's Certification Regarding Equal Employment Opportunity

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

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

Name of Subcontractor: _____

Address of Subcontractor: _____

1) Subcontractor 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) Subcontractor has filed all compliance reports due under applicable instructions, including SF-100.
☐ **YES** ☐ **NO**

4) Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ **YES** ☐ **NO**

Signature: _____ **Printed Name and Title:** _____ **Date:** ___/___/___

Section 5: General Conditions to the Construction Contract

Maumee Valley
Planning Organization

Article 1: Contract & Contract Documents

1) 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.
2) All applicable state laws, municipal ordinances, and 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.
3) The contents of **Section 7: Design Specifications and Design Plans, and Section 2: Addenda to the Contract Documents,** 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 & Payment Bonds

1) Simultaneously with his 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.
2) The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owners.
3) The bond shall be for 100 percent of the contract price.
4) A Payment Bond and Performance Bond are required.
5) 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

1) If 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 Davis-Bacon rates of wages has been included in these specifications.
2) Every Contractor and Subcontractor who is subject to this contract shall, as soon as he begins performance under his contract with the Owners, supply the Owners a schedule of the dates on which he is required to pay wages to employees.
3) He shall also deliver to the Prevailing Wage Coordinator within three (3) weeks after each pay date, a certified copy of his 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.
4) The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.
5) **Insofar as possible, local labor shall be employed on this work.**

Article 4: Affirmative Action

1) Each Bidder, Contractor, or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 2, as applicable, of Executive Order 11246 during the performance of this contract or subcontract.
2) The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 2, as applicable, and all other requirements, terms, and conditions of these bid conditions by submitting a properly signed bid.
3) The Contractor shall appoint a company executive to assume that responsibility for the Implementation of the requirements, terms, and conditions of these bid conditions.

Article 5: Insurance

1) The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owners, 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 Owners shall not relieve or decrease the liability of the Contractor hereunder.

2) The Contractor shall file with the Owners all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owners and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.

3) 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.

4) Contractor's Liability Insurance

The Contractor shall acquire and maintain during the term of 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.

a) Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

b) Bodily Injury Liability limits shall be for an amount of no less the 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 amount of not less than Five Hundred Thousand ($500,000) Dollars on the account of any one occupancy.

c) Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand ($100,000) Dollars per occupancy. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less the One Million ($1,000,000) Dollars aggregate for damage on account of all occupancies.

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

e) The Owners may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

5) Builder's Risk Insurance

Each Contractor shall maintain insurance to protect himself and the Owners, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion, and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and materials delivered to the site but not yet installed.

6) 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.

7) The Policies listed above shall all contain the following special provisions:

"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 MVPO, 1300 E. Second Street, Suite 200, Defiance, OH 43512."

a) 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.

b) The Contractor shall hold the Owners free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his Subcontractors.

c) Each Contractor shall hold the Owners 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.

d) 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

1) The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

2) He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

3) As required by the conditions and progress of the work, the Contractor will erect and maintain all necessary safeguards for safety protection. He will notify the Owners of adjacent utilities when prosecution of the work may affect them.

4) The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971. The Contractor shall also comply with Chapter 4101:9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.

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

6) 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

1) The Owners are responsible for obtaining and paying for the zoning permits.

2) The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities.

3) 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 shall promptly notify the Owners in writing.

Article 8: Supervision

1) The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representatives 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.

2) The Owners 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.

3) The Contractor shall submit a proposed program of operation, showing clearly how he proposed to conduct work as to bring about the completion of his work within the time limit specified. This program

shall outline the proposed sequence of operations, the rates of progress and the dates when his 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 Owners.

4) 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 Owners prior to any work beginning on the affected property.

Article 9: Claims Against Contractor

1) The Contractor shall indemnify and save the Owners or the Owners' agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workers, mechanics, material persons and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work.

2) The Contractor shall, at the Owners' request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owners 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 a 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 Owners to either the Contractor, his Surety or any third party.

3) In paying any unpaid bills of the Contractor, any payment so made by the Owners shall be considered as a payment made under the Contract Documents by the Owners to the Contractor and the Owners shall not be liable to the Contractor for any such payments in good faith.

Article 10: Subcontracting

1) Neither the Contractor nor the Owners shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations.

2) The Contractor shall not sublet, sell, transfer, or assign any portion of the Contract without written consent of the Owners or his designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent (50%) 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 own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his liability under the Contract and bonds.

3) The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owners, after verification by the Ohio Department of Development of the Subcontractor's current eligibility status, and after submission of all certifications as required in the Instructions to Bidders. The Contractor shall be fully responsible to the Owners for the acts and omissions of the Subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Article 11: Change of Work

1) The Owners reserve 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.

2) Such increases or decrease and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.

3) Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.

Article 12: Time

1) 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.

2) 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 Owners, 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.

3) The work shall be fully completed by **May 30th, 2027.**

4) If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owners, the Contractor will pay to the Owners for liquidated damages **$250.00** for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

Article 13: Completion of Work

1) The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion.

2) 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.

3) The Owners will give notice of observed defects with reasonable promptness.

4) In the event that the Contractor should fail to make repairs, adjustments or other work which may be made necessary by such defects, the Owners may do so and charge the Contractor the cost thereby incurred.

5) The Contract Bond shall remain in full force and effect through the guarantee period.

6) 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 neat and presentable condition.

Article 14: Termination

1) After ten **(10) days** from delivery of a Written Notice to the Contractor, the Owners 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

1) Payment will occur as work is completed.

2) The Owners' Representative shall certify on the pay request that he approved the completed work prior to the Owners making payment.

3) 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.

4) A turnaround time of 30-45 days is expected before said funds are forwarded to the Owners.

5) It is important that the progress schedule be based on achievable goals, and that the Contractor make every effort to meet target dates.

The Owners 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 the Contractor.

Section 6: Other Conditions to the Construction Contract

Maumee Valley
Planning Organization

Article 1: Federal Labor Standards Provisions, HUD 4010, (10/2023 version)

APPLICABILITY

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

1) Minimum wages and fringe benefits

I. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

II. Frequently recurring classifications

In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

a) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
b) The classification is used in the area by the construction industry; and
c) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

III. **Conformance**

The contracting officer must require that any class of laborers or mechanics, including helpers,

which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

a) The work to be performed by the classification requested is not performed by a classification in
b) the wage determination; and
c) The classification is used in the area by the construction industry; and
d) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

IV. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

V. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

VI. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2) Withholding

I. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

II. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **a)** A contractor's surety(ies), including without limitation performance bond sureties and
- **b)** payment bond sureties;
- **c)** A contracting agency for its reprocurement costs;
- **d)** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a
- **e)** contractor, or a contractor's bankruptcy estate;
- **f)** A contractor's assignee(s);
- **g)** A contractor's successor(s); or
- **h)** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3) Records and certified payrolls

I. Basic record requirements

- **a) Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- **b) Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or

cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

c) **Additional records relating to fringe benefits**. Whenever the Secretary of Labor has found
under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

d) **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

II. Certified payroll requirements

a) **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

b) **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

c) **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

i. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

ii. That each laborer or mechanic (including each helper and apprentice) working 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; and

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

d) Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

e) Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

f) Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

g) Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

III. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

a) **Required disclosures and access**

i. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

ii. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be

grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

iii. **Required information disclosures** Contractors and subcontractors must maintain the full
Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party tothe contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4) Apprentices and equal employment opportunity

I. Apprentices

a) **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b) **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

c) **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or

otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

d) **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

II. Equal employment opportunity The use of apprentices and journeyworkers under this part must 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. **Subcontracts**

The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

6) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

7) 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.

8) 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

9) Certification of eligibility.

a) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

c) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and

Criminal Procedure, 18 U.S.C. 1001.

10) Anti-retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **a)** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **b)** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **c)** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **d)** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons 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 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3) Withholding for unpaid wages and liquidated damages

I. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the

clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

II. **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **a)** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **b)** A contracting agency for its reprocurement costs;
- **c)** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **d)** A contractor's assignee(s);
- **e)** A contractor's successor(s); or
- **f)** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4) **Subcontracts.**

The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5) Anti-retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

b) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

c) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

d) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

CWHSSA required records clause

In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the

work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

Incorporation of contract clauses and wage determinations by reference

Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

Incorporation by operation of law

The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

HEALTH AND SAFETY

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

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

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

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

Federal Davis-Bacon Wage Rates

As stated in the Federal Labor Standards Provisions, HUD-4010, Davis-Bacon Wage Rates are required to be paid to all workers performing labor at the project site.

HUD-Standard Form 1444: Request for Authorization of Additional Classification and Rate

If you do not see every classification you will need for your certified payroll reports in the wage rates, please contact MVPO at mvpo@mvpo.org or 1300 East Second Street, Suite 200, Defiance, OH 43512.

Federal Labor Standards Posters

In total, 7 pages *must* be posted in an obvious location at the job site at the site of work:

a) Employee Rights Under the Davis-Bacon Act
- For Laborers and Mechanics Employed on Federal or Federally Assisted Construction Projects
- Citation: HUD-4010, Section A(1)(i), para. 2, sentence 3 of the Federal Labor Standards Provisions, HUD-4010.

b) OSHA: Job Safety and Health (It's the law!)
- Citation: ODOD: OCD CDBG Program Requirements

c) U.S. Equal Employment Opportunity Commission
- Know Your Rights: Workplace Discrimination is Illegal
- Citation: ODOD: OCD CDBG Program Requirements

d) U.S. Equal Employment Opportunity Commission: Know Your Rights
- Workplace Discrimination is Illegal
- Citation: ODOD: OCD CDBG Program Requirements

e) Ohio Office of Diversity, Equity, and Inclusion: State Employees and State Job Applicants: Know Your Rights
- Citation: ODOD: OCD CDBG Program Requirements

f) Ohio Office of Diversity, Equity, and Inclusion: State Employees and State Job Applicants: Know Your Rights
- Citation: ODOD: OCD CDBG Program Requirements

g) Wage Determination Packet (Wage Rates)*
- Print out the 30-40 pages wage rates packet and staple it together.
- Citation: HUD-4010, Section A(1)(i), para. 2, sentence 3 of the Federal Labor Standards Provisions, HUD-4010.

Notice

The required posters & Wage Determination Packet are attached in the Appendix.

Article 2: Equal Opportunity Provisions

1) Activities and Contracts Not Subject to Executive Order 11246, as Amended

* Applicable to federally assisted construction contracts/subcontracts below $10,000.00 and under.

During the performance of this Contract, the Contractor agrees as follows:

a) 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 the 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.

b) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.

c) Contractors shall incorporate foregoing requirements in all subcontracts.

2) Executive Order 11246, as Amended

* Applicable to federally assisted construction contracts/subcontracts above $10,000.00.

Section 202 Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, 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 all employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause.

b) 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.

c) 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 made available to the employees and applicants for employment.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Ohio Department of Development's Office of

Housing and Community Partnerships (OHCP), the U.S. Department of Housing and Urban Development (HUD) and/or the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.

f) 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 the law.

g) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of 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 as 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 Opportunity Executive Order 11246

* Applicable to federally assisted construction contracts/subcontracts above $10,000.00.

a) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

b) The goals and timetables for minority or Global Majority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trace on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
4.4%	**6.9%**

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

c) 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, OH 43216-1001 within ten (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.

d) As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is (Insert description of the geographical areas where the Contract is to be performed giving the state, county, and city, if any):

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

a) As used in these specifications:

- "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- "Minority" also referred to as "Global Majority" includes:

Black	all persons having origins in any of the Black African racial groups not of Hispanic origin;
Hispanic	all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
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
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.

b) 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.

c) 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 as 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. 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 Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

b) 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.

c) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collaborative bargaining agreement, to refer either minorities or woman shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

d) In order for 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.

4) Standard Federal Equal Employment Opportunity Construction Contract Specifications Executive Order 11246 – Continued

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 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 organizations' responses.

c) Maintain a current file of the name, 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 programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b 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 specification with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, 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 in any advertising in the news media, specifically including minority and the 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 training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

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

5) Standard Federal Equal Employment Opportunity Construction Contract Specifications Executive Order 11246 – Continued

a) 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, join 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 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 in defense for the Contractor's non-compliance.

b) 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 nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate 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).

c) 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.

d) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

e) 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.

f) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

g) 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.

h) 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).

6) Certification of Nonsegregated Facilities

*Applicable to federally assisted construction contracts/subcontracts above $10,000.00.

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facility at any of his establishments, and that he does not permit employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for employees any segregated facilities at any of his establishments, and he will not permit employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, time clocks, locker rooms, and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment areas provided for the 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 further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certification from propose subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods.)

7) 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 finance assistance.

8) Section 109 of the Housing and Community Development Act of 1974

No person in the Unites States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the direct 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.

Article 2: Equal Employment Opportunity Continued

Applicability

a) This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

b) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, 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 setting forth the provisions of this nondiscrimination clause.

c) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

d) The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor shall 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 shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination 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 Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor shall include the provisions of paragraphs A through H of this Article 2 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 shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

a) This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

b) The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD 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 to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located 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 same metropolitan area (or non-metropolitan county) as the Project.

Article 3: Enumeration of Plans, Specifications and Addenda

a) There is only one set of plans and specifications for this project.

b) Number of addenda: 2

c) Please see the attached plans and specifications in Section 8.

Article 4: Stated Allowances

This project does not include any stated allowances.

Article 5: Special Hazards

This project will not require the Contractor and any Subcontractor(s) to purchase protection against any special hazards.

Article 6: Contractor's & Subcontractor's Public Liability, Vehicle Liability & Property Damage Insurance

As required under Article 5 of General Contract Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than $500,000 for injuries, including
al death, to any one person in an amount not less than $1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $500,000.

The Contractor shall either:

- **a)** Require each of his subcontractors to procure and to maintain during the life of his subcontract,
- **b)** Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph or,
- **c)** Insure the activities of his subcontractors in his own policy

Article 7: Photographs of Project

The Owner of the project will furnish weekly photos of the projects.
For this project, the **BIDDER** will send weekly progress photos to the **Maumee Valley Planning Organization**.

Article 8: Schedule of Federal Occupational Classifications & Davis-Bacon Minimum Hourly Wage Rates

See Appendix

Article 9: Builder's Risk Insurance

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

Article 10: Conflict of Interest Provisions

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 & 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 & 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 here from.

Article 11: Special Conditions Pertaining to Hazards Safety Standards and Accident Prevention

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 and certifications required under Section 35.14 (f) thereof.

Use of Explosives

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

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight (8) 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.

Danger Signals & 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 the work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

OSHA Compliance Statement

Occupational Safety and Health Act Compliance (29 CFR Part 1926).
All contractors and subcontractors performing work on this project funded in whole or in part by the Community Development Block Grant (CDBG) Program shall comply with the **Occupational Safety and Health Act of 1970**, as amended (29 U.S.C. § 651 et seq.), and the applicable safety and health standards issued under the Act. Specifically, the contractor shall adhere to all provisions outlined in **29 CFR Part 1926 – Safety and Health Regulations for Construction**, which includes, but is not limited to:

- Fall protection (Subpart M)
- Personal protective and life-saving equipment (Subpart E)
- Fire protection and prevention (Subpart F)
- Excavations (Subpart P)
- Scaffolds (Subpart L)
- Electrical safety (Subpart K)

Failure to comply with these requirements may result in work stoppage, contract termination, withholding of payment, or other penalties as allowed under federal, state, or local law. Contractors are responsible for ensuring that all employees, subcontractors, and on-site personnel are properly trained and that safety protocols are strictly followed throughout the duration of the project.

Article 12: Certificate of Compliance with Air and Water Acts

Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000.00
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:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

b) 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.

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

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

Article 13: Energy Efficiency Clause

In accordance with **42 U.S.C. § 6201**, **Executive Order 13221**, and **2 CFR § 200.323**, the contractor agrees to comply with all applicable standards and policies relating to energy efficiency.
To the greatest extent practicable and cost-effective, the contractor shall:

1. **Utilize Energy-Efficient Products and Practices**
   Use products and services that meet the standards for energy efficiency contained in the **U.S. Environmental Protection Agency's ENERGY STAR® program** and the **U.S. Department of Energy's Federal Energy Management Program (FEMP)**.
2. **Promote Energy Conservation**
   Employ best practices for energy conservation and sustainable building design throughout the construction, renovation, or operation of facilities funded under this contract.
3. **Compliance with State and Local Codes**
   Comply with all applicable **state and local energy efficiency codes and standards**, including those governing insulation, lighting, HVAC systems, windows, and water systems.
4. **Include in Subcontracts**
   Flow down this clause into all applicable subcontracts funded under this agreement.

Article 14: No Federal Official Beneficiary Clause

No member of, or delegate to, the **Congress of the United States**, and no resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.
This clause is included to comply with **24 CFR § 570.303**, and other applicable provisions of federal law governing Community Development Block Grant (CDBG) funds.

Article 15: Byrd Anti-Lobbying Amendment

The undersigned certifies, to the best of their knowledge and belief, that:

1. **No Federal Appropriated Funds** have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds **other than Federal appropriated funds** have been paid or will be paid to any person for influencing or attempting to influence any of the above-mentioned persons in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-LLL**, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Article 16: Intellectual Property Rights Clause

Patent Rights (Invention Rights)

If the performance of this contract results in any invention or discovery that may be patentable under Title 35 of the United States Code, the following provisions apply:

a) The contractor agrees to disclose promptly in writing to the Grantee and the U.S. Department of Housing and Urban Development (HUD) all inventions conceived or first actually reduced to practice in the performance of work under this contract.

b) In accordance with **2 CFR § 200.315(c)** and **37 CFR Part 401**, the Federal awarding agency reserves a **nonexclusive, royalty-free, irrevocable license** to reproduce, publish, or otherwise use the invention for federal purposes, and to authorize others to do so.

c) The contractor shall include the requirements of this clause in all subcontracts involving the performance of experimental, developmental, or research work.

Copyrights

a. In accordance with **2 CFR § 200.315(b)**, the contractor grants to the Grantee and the Federal Government a **royalty-free, nonexclusive, and irrevocable license** to reproduce, publish, or otherwise use, and to authorize others to use for governmental purposes:

- The copyright in any work developed under this contract; and
- Any rights of copyright to which the contractor purchases ownership under this contract.

b. The contractor shall not publish or reproduce such materials in whole or in part without the written consent of the Grantee and HUD, except as required for the performance of this contract.

Article 17: Section 3 Provisions 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 Act of 1968, as amended, 12 U.S.C. 1701u. **[Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.]**

b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all the applicable rules and orders of 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.

Engineer's Certification for Compliance with Minimum Standards for Accessibility by the Physically Handicapped

Grant 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 on 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). Citation: https://www.access-board.gov/aba/ufas.html

Designer/Engineer for the Project

Printed Name: _____ **Business Phone Number:** _____

Business Address: _____ **Signature:** _____

Business Email: _____ **Date of Signing:** _____

Authorized Municipal Signee

Printed Name: _____ **Business Phone Number:** _____

Business Address: _____ **Signature:** _____

Business Email: _____ **Date of Signing:** _____

Authorized County Signee

Printed Name: _____ **Business Phone Number:** _____

Business Address: _____ **Signature:** _____

Business Email: _____ **Date of Signing:** _____

Section 7: Design Plans & Specifications

Maumee Valley
Planning Organization

Section 8: Contract Signatory Documents

Maumee Valley
Planning Organization

Notice of Award

Date of Issuance:	Click or tap to enter a date.
Time of Issuance:	
Owner:	**Fulton County Land Reutilization Corporation and the Village of Delta**
Engineering Firm:	**Tetra Tech**
Project:	**Bunting Bearings Plant #3 Demolition**
Bidder:	**- INSERT BIDDER'S NAME -**
Bidder's Address:	**- INSERT BIDDER'S ADDRESS -**

Dear Bidder,

1) You are hereby notified that the Owner has accepted your bid dated 9/29/2026 for the above project for items in the amount of **$ - INSERT WINNING BID AMOUNT -** You are the successful bidder and are hereby awarded a contract for the **Bunting Bearings Plant #3 Demolition Project.**

2) Executing the Agreement
Pursuant to Section 153.54 of the Ohio Revised Code, "Bid Guaranty to be filed with bid.", you are required to enter into a proper contract in accordance with the bid, plans, details, and specifications. This is also known as "executing the agreement". Execute the Agreement for this project and furnish the required Bid Bond and Certificates of Insurance ***within 10 calendar days from the date of this notice to you.***

3) How to execute the agreement.
See Section 3: Instructions to Bidders, "Item B.17 - Additional Obligations Upon Contract Award" for instructions.

4) If you fail to execute the agreement ...
"If for any reason, other than as authorized by section 9.31 of the Revised Code or division (G) of this section, the bidder fails to enter into the contract, and the contracting authority awards the contract to the next lowest bidder, the bidder and the surety on the bidder's bond are liable to the state, political subdivision, district, institution, or agency for the difference between the bid and that of the next lowest bidder, or for a penal sum not to exceed ten per cent of the amount of the bond, whichever is less."
If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNERS will be entitled to consider all your rights arising out of the OWNERS' acceptance of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

5) You are required to return an acknowledged copy of this Notice of Awards to the Owners.

You are ***required*** to return an acknowledged copy of this Notice of Award to the Owners

Owner **– Fulton County Land Reutilization Corporation**

Printed Name and Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Owner **– The Village Of Delta**

Printed Name and Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by:

Printed Name and Title: _____

Date Received: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)

This Agreement made between _____, hereinafter called the "Contractor", and the **Fulton County Land Reutilization Corporation, and the Village of Delta,** hereinafter called the "Owners".

WITNESSETH, that the Contractor and the Owners for the considerations stated herein mutually agree as follows:

Article 1: Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the Bunting Bearings Plant #3 Demolition, and required supplemental work for the project, all in strict accordance with the Contract Documents including all addenda thereto, as prepared by **Maumee Valley Planning Organization,** acting and in these Contract Documents, referred to as the "Engineer".

Article 2: The Contract Type

The Owners will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **$**_____ subject to additions and deductions as provided in Article 11 of the General Conditions. Funds in up to the amount of **$3,000.00** will be paid by the **Village of Delta** from the **CDBG FLEX Grant – C-D-23-2NB-1.** The remaining balance, in addition to any approved additions, will be paid by the **Fulton County Land Reutilization Corporation.**

Article 3: Contract

The executed contract documents shall consist of the following:

1) Advertisement to Bidders	**7)** Signed Bid Proposal Form, with all attachments
2) Special Conditions to the Construction Contract	**8)** General Conditions to the Construction Contract
3) Addenda to the Contract Document	**9)** Contract Signatory Documents
4) Design Plans	**10)** Including This Agreement
5) Instructions to Bidders	**11)** Supplementary Conditions to the Construction Contract
6) Design Specifications	**12)** Appendix

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

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

Contractor: **INSERT CONTRACTOR HERE**

Printed Name and Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Owner **The Fulton County Land Reutilization Corporation**

Printed Name and Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Owner	**– The - SELECT A MUNICIPALITY -**

Printed Name and Title: _____
Signature: _____
Date of Signing: _____ (MM/DD/YYYY)

ATTEST: Authorized by Resolution of the Board of County Commissioners, **- SELECT A COUNTY - County**, Ohio dated _____ / _____ / _____. x_____
Month Day Year **- SELECT CLERK -** , Clerk

ATTEST:Authorized by Resolution of the **- SELECT A MUNICIPALITY -** Council, - **Abbreviated Name -**, Ohio dated _____ / _____ / _____. x_____
Day Month Year _____, Clerk
Print Name

Approval of Form

By signing, you hereby certify that this **"AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)"** is approved as to form.

County Attorney:

Printed Name and Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Village Attorney:

Printed Name and Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Certifications from the Contractor

I, _____ , certify that **(1)** I am the _____ of the
Name Title
corporation named as Contractor herein; that **(2)** _____, who signed this
Name
Agreement on behalf of the Contractor, was then _____ of said corporation;
Title
that **(3)** said Agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Signature: _____ **Date:** _____ **/** _____ **/** _____
Month Day Year
Time: _____

Instructions for Performance and Payment Bond(s)

Following the Form of Agreement, attach the approved form of the statutory surety bond(s) to insure the performance of the Contract and the payment of labor and materials.

In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

Federal ID#: _____
or
Social Security #: _____

Are you a minority-owned business? ☐ Yes ☐ No

Performance and Payment Bond Form

State of Ohio Standard Requirements for Public Facility Construction

(Form of Bond prescribed by Ohio Revised Code Section 153.57 - Not to be used as Bid Guaranty)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____ as Sureties, are hereby held and firmly bound unto the **- SELECT A COUNTY - County Commissioners** and the **- SELECT A MUNICIPALITY -** as obligee(s), in the penal sum of _____ **dollars**, administrators, successors, and assigns.

SIGNED AND SEALED this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the _____ day of _____, _____ enter into a Contract with the Obligee(s), which said Contract is made part of this Bond the same as though set forth herein and which is more fully described as:

Project Number: _____

Project Name: _____

Contract Description: _____

(e.g., General Trades, Plumbing, HVAC, Electrical)

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things

agreed by the Obligee(s) to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, Material Suppliers, 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 the benefit of any Subcontractor, Material Supplier or laborer having a just claim as well as for the Obligee(s) 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 Sureties 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 the said Contract or in or to the Plans and Specifications therefor shall in anywise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

Principal

Signature: _____
Title of Signee: _____
Printed Name of Signee: _____
Date of Signature: _____ **MM/DD/YYYY**

Surety

Signature: _____
Title of Signee: _____
Printed Name of Signee: _____
Date of Signature: _____ **MM/DD/YYYY**

Surety Address: _____ **(address, city, state, zip)**
Phone Number: _____
Email Address: _____

Surety Agent's Information

Work Address: _____ **(address, city, state, zip)**
Work Number: _____
Work Email: _____

Certification of Owner's Attorney

- SELECT A COUNTY - County

I, the undersigned**, - SELECT A COUNTY PROSECUTOR -**, the duly authorized and acting legal representative of **- SELECT A COUNTY -** County, 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.

Signature: _____
Printed Name of Signee: _____
Date of Signature: _____ **MM/DD/YYYY**

The Village of Delta

I, the undersigned**,** _____, the duly authorized and acting legal representative of **Village of Delta**, 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.

Signature: _____
Printed Name of Signee: _____
Date of Signature: _____ **MM/DD/YYYY**

Certificate of Owner's Financial Officer

- SELECT A COUNTY - County

The **- SELECT A COUNTY -** County Board of Commissioners was awarded **$- INSERT GRANT AWARD AMOUNT HERE -** in CDBG funds from grant number – INSERT GRANT NUMBER HERE -. These funds were awarded for the **- SELECT A MUNICIPALITY -** to perform **– INSERT PROJECT NAME HERE -.**

I, **- SELECT A COUNTY AUDITOR -, - SELECT A COUNTY -** County 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 **- SELECT A COUNTY - County, Ohio**, or is in the process of collection to the credit of the appropriate funds, no. _____, in the sum of _____ free from prior encumbrance.

Signature: _____
Printed Name of Signee: _____
Date of Signature: _____ **MM/DD/YYYY**

The Village of Delta

The **Village of Delta** was awarded **$240,000 -** in CDBG funds from grant number C-D-23-2NB-1. These funds were awarded for the **Village of Delta** to perform **the Bunting Bearings Plant #3 Demolition Project.**

I, _____**, Village of Delta** Fiscal Officer, 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 the **Village of Delta, Ohio**, or is in the process of collection to the credit of the appropriate funds, no. _____, in the sum of _____ free from prior encumbrance.

Signature: _____
Printed Name of Signee: _____
Date of Signature: _____ **MM/DD/YYYY**

Notice to Proceed

Date of Issuance:	Click or tap to enter a date.
Owner:	Fulton County Land Reutilization Corporation and the Village of Delta
Engineering Firm:	
Project:	Bunting Bearings Plant #3 Demolition
Grant Number:	C-D-23-2NB-1
Contractor:	
Contractor's Address:	
Effective Date of Contract:	

Dear Contractor,

You are hereby notified to commence WORK in accordance with the Agreement dated – INSERT EFFECTIVE DATE OF CONTRACT, and you are to complete the WORK by **May 30th, 2027.**

Owner– The Fulton County Land Reutilization Corporation

Printed Name and Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

OWNER – The Village of Delta

Printed Name and Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Printed Name and Title: _____

Date Received: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Notice of Commencement for Public Improvement
Ohio Revised Code Section 1311.252

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement.

1. **The public improvement is identified as:**
   Name:
   Location:
   Project Number:

2. **The public authority's name and address:**
   Name:
   Address:

3. **The name, address, and trade of all principal contractors:**
   a. Name:
   b. Address:
   c. Trade:
   d. Contract Execution Date:
   e. Name:
   f. Address:
   g. Trade:
   h. Contract Execution Date:

4. **The name and address of all sureties for all principal contractors:**
   a. Surety Name:
   b. Surety Address:
   c. Principal Contractor:

   d. Surety Name:
   e. Surety Address:
   f. Principal Contractor:

5. **The name and address of the representative of the public authority upon whom service shall be made for the purposes of serving an affidavit pursuant to section 1311.26 of the Revised Code.**

Name:
Address:
Public Authority
By: _____
Title: _____
State of Ohio, County of **- SELECT A COUNTY -;**
Signed and sworn to before me this _____ day of _____, 20____.

_____

Notary Public

Payment Applications

1. We ask that you please request payment for this project using the attached EJCDC FORM C-00 62 76, or something of a similar format.

Certified Payroll Forms

1. As mentioned in Section 5: General Contract Conditions, Article 3: Wage Rates,

[Contractor] shall also deliver to the Federal Davis-Bacon Wage Coordinator within three (3) weeks after each pay date, **a certified copy of his 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.

2. This standardized payroll form from the US Department Labor: Wage and Hour Division may be used for that purpose. Any payroll package that communicates the same information, including the certification page, is acceptable.

3. When submitting a payment application, the contractor must also furnish weekly certified payroll reports for all weeks that have passed at the job site.

Example: A contractor starts work at the project site in "Payroll Week 1", does not work at the site for "Payroll Week 2" or 3, and then finishes the job during "Payroll Week 4."

The contractor must furnish a certified payroll form for each payroll week – 4 forms total. For payroll weeks 2 and 3, they must indicate "No work performed" in the appropriate spaces.

Change Orders

1. Please use this form or one of a similar format to submit approved change orders for this project.

2. Please discuss change orders with the project owner prior to submitting them.

Certificate of Substantial Completion

To Owner:	**GRANT AGREEMENT NO.:**
Fulton County Land Reutilization Corporation & The Village of Delta	**CONTRACT FOR:**
401 E. Main Street, Delta OH 43515	INSERT PROJECT SCOPE
	@ PROJECT ADDRESS

Project:
INSERT NAME AND ADDRESS OF PROJECT Contract Dated: Click or tap to enter a date.

Date of Issuance: Click or tap to enter a date.

Project of designated portion shall include:
The work performed under this contract has been reviewed and found, to the Engineer's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the work or designated portion thereof that is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use. The date of Substantial Completion of the Project is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

If applicable, a list of items to be completed or corrected is attached hereto. The failure to include any items on such a list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Engineer _____ _____ _____
Printed Name ***Signature*** ***Date***

Contractor _____ _____ _____
Printed Name ***Signature*** ***Date***

The Owner accepts the work or designated portion thereof as substantially complete and will assume full possession thereof as of _____.

Owner _____ _____ _____
Printed Name ***Signature*** ***Date***

End of Certificate of Substantial Completion

Affidavit of Waiver of Liens

To be signed by the contractor(s) after all work is complete for the project.

STATE OF OHIO
COUNTY OF Fulton

To whom it may concern,

The undersigned, on behalf of _____ (Contractor), the contractor, having a contract dated _____ (Month) / _____ (Day) / _____ (Year) to perform and/or furnish labor, materials, appliances, tools, utilities, fuel or equipment as set forth in said contract, for the **Bunting Bearings Plant #3 Demolition Project**, hereby makes oath and says that all bills for labor, materials, fuel, or anything or purpose for which a lien or liens may or can be filled under the laws of the place in which this building or project is constructed, arising out of or in connection with the aforementioned trace, have been paid, that there are no claims of subcontractors, laborers or materialmen for which a lien of claims can be filed or claims made against the owner.

Contractor

Signed this _____ (Day) day of _____ (Month), _____ (Year), at _____ (Time) by _____ (Name), _____ (Title) for _____ (Name of Firm).

Signature: _____.

Notary Public

Subscribed and sworn to before me this _____ (Day) day of _____ (Month), _____ (Year), at _____ (Time).

My commission expires on _____ (Day) / _____ (Month) / _____ (Year).

Signature: _____.

Please Place Your Seal Here (if you have one):

Section 9: Appendix

- **Davis Bacon Wage Rates**
- **Bid Opening Sign-In Sheet**
- **Bid Opening Minutes**
- **Bid Tabulation**

Maumee Valley
Planning Organization