
SECTION 4
SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement the "General Conditions" of the Contract for Construction," AIA Document A201 - 2017. Where any Article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

SC-1.2.1.1 If, in the Contractor's opinion, any work is indicated on Drawings or is specified in such a manner as will make it impossible to produce satisfactory work or should discrepancies appear between Drawings and Specifications, he shall refer same to the Engineer/Architect for interpretation before proceeding with the work. If the Contractor fails to make such reference, no excuse will thereafter be entertained for failure to carry out work in a satisfactory manner. Should a conflict occur in or between Drawings and Specifications, the Contractor shall be deemed to have estimated on more expensive way of doing work unless he shall have asked for and obtained a decision, in writing, from the Engineer/Architect, before submission of proposals as to which method or materials will be required.

SC-1.2.1.2 All work shall conform to the Contract Documents. No change there from shall be made without the Contractor having first received permission from the Engineer/Architect, who will furnish information with reasonable promptness.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER INSTRUMENTS OF SERVICE

SC-1.5.2.1 Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

ARTICLE 2 - OWNER

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

SC-2.3.4.1 The Contractor shall be responsible for the accuracy of same to the extent that other subcontractors' work shall relate to them, and the cost of additional work under other contracts resulting from deviations of work established on the Drawings shall be borne by him.

SC-2.3.4.2 The Contractor shall perform work in accordance with the Drawings and shall be

responsible for the accuracy. Any discrepancies or errors in the Drawings perceived by the Contractor shall be immediately reported to the Engineer/Architect and corrections made in accordance with instructions given by the Engineer/Architect.

ARTICLE 3 - CONTRACTOR

3.4 LABOR AND MATERIALS

SC-3.4.3.1 All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only. Mechanics whose work is unsatisfactory to the Owner or Engineer/Architect, or who are considered by the Engineer/Architect to be unskilled or otherwise objectionable, shall be instantly dismissed from the work upon notice from the Engineer/Architect.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

SC-3.7.1.1 Each Contractor shall secure all zoning, building, and all other permits required for the complete execution of his Contract, including certificates of the National Board of Fire Underwriters. All certificates of inspection, occupancy and approval shall be delivered to the Owner upon completion of the work. All prime contractors and/or sub-contractors are responsible for becoming registered.

SC-3.7.1.2 If the Contractor performs any work contrary to laws, ordinances, rules and regulations, and without notice to the Owner, he shall bear all costs arising there from.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

SC-3.10.1.1 The General Construction Contractor is responsible for scheduling and coordinating the work of all prime contractors and all subcontractors.

SC-3.10.1.2 All prime contractors and all subcontractors shall coordinate their work with all adjacent work and shall cooperate with other trades so as to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their material.

3.15 CLEANING UP

SC-3.15.1.1 The General Construction Contractor shall perform special cleaning for all trades at the completion of the work. Remove all temporary protections and clean at completion.

ARTICLE 7 - CHANGES IN THE WORK

7.1 CHANGES

- SC-7.1.1.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost under this Contract, he shall give the Owner written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure then shall be as so provided for changes in the work. No claims shall be valid unless so made.
- SC-7.1.1.2 Except as provided for emergencies and minor changes in the work, not involving extra cost, no order for extra work shall be valid unless signed by the Owner and countersigned by the Engineer/Architect.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- SC-7.3.3.1 The value of such work or change shall be determined by the net cost of labor and materials plus fifteen percent (15%) for overhead and profit.
- SC-7.3.4.1.1 For all labor and for all foremen in direct charge of the specific operations, the Contractor shall receive the actual rate of wage and fringe benefits currently in effect at the time the work is performed for each and every hour that said labor and foremen are actually engaged in such work. The term fringe benefits shall be defined as the actual costs paid to, or in behalf of, workmen by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

In addition to the above the Contractor shall receive the actual cost of Social Security Tax, Workers' Compensation and State and Federal Unemployment Insurance, and other insurance premiums based on wages. The Contractor shall furnish evidence of the actual percentages applicable at the time the extra work was performed. To these actual costs, 15% may be added for overhead and profit. The estimated rate of wage and labor cost is to be agreed upon in writing before beginning work. The Contractor shall receive the actual costs paid for subsistence and travel allowances when such payments are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. No percentage may be added to these costs.

- SC-7.3.4.2.1 For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost 15% may be added. Statements shall be accompanied and supported by proper invoices for all materials used and transportation charges, and rented equipment

performing work on time and materials operations. However, if materials used on the time and materials work are not specifically purchased for such work but are produced by the Contractor or taken from the Contractor's stock, then in lieu of the

invoices the Contractor shall furnish an affidavit certifying that such materials were produced by him or taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

- SC-7.3.4.3.1 For any machinery or special equipment other than small tools which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price for the time that such equipment is in use on the work. No compensation will be paid for idle equipment deemed by the Engineer to be unnecessary for the work performed. The maximum hourly rental rate to be paid for machinery and equipment owned, leased, or rented by the Contractor shall be based on 1/176 of the applicable monthly rate listed in the latest edition of "Construction Equipment - Rental Rates Compilation" published by the Associated Equipment Distributors (AED). To this hourly rate 15% will be added for the cost of fuel and lubricants. Fifteen percent (15%) of the approved amount payable for Contractor's own machinery and equipment may be added for overhead and profit.

Five percent (5%) of the approved amount payable for machinery and equipment rented or leased by the Contractor may be added for overhead and profit. Proper invoices and documentation will be required for equipment.

A flat hourly rate of \$2.50 per hour, which includes fuel and lubricants, profit and overhead, and any other costs will be allowed for the foreman's transportation.

- SC-7.3.4.5.1 The wages of any foreman or timekeeper who is employed partly on force account work and partly in other work, shall be prorated between the two classes of work according to the number of men employed on each class of work as shown by the payrolls.

- SC-7.3.4.6 The compensation to the Contractor as above provided in 7.3.7 shall constitute payment in full for extra work done on a time and materials basis including administration, superintendence, overhead, use of tools and equipment for which no rental is allowed, profit, taxes other than sales tax, premium on insurance, and any other expense incidental to performing the force account work. Sales tax will not be allowed on any item for which tax exemption may be obtained.

- SC-7.3.4.7 For work performed by an approved Subcontractor the prime Contractor will be allowed an amount to cover administrative costs, equal to 5% of the compensation provided in 7.3.7 but not exceeding \$5,000.00. Regardless of the number of tiers or layers of Subcontractors, the 5% increase above the Subcontractor's total cost including overhead and profit specified herein before, may be applied one time only for each separate extra work transaction.

- SC-7.3.4.8 Final payment will not be made for work performed on a time and materials basis until the contractor has furnished the Engineer/Architect with itemized statements of the cost of such extra work detailed as follows:

Name, classification, date, daily hours, total hours, built up hourly rate for each operator, laborer, foreman, etc.

Verification of percentages of wages paid for payroll taxes and insurance.
Designation, dates, daily hours, total hours, and allowable rate for each unit of machinery and equipment.

Quantities and prices of materials including transportation with invoices.

SC-7.3.4.9 The Contractor's representative and the Engineer/Architect shall compare records daily of the cost of work done as ordered on a time and materials basis. The Engineer/Architect shall certify that these records are correct.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

SC-9.3.1.3 Monthly, on a day agreed to at the pre-construction meeting, during construction, the Contractor shall prepare and submit to the Engineer/Architect for approval, an estimate of the amount of labor performed and of the materials incorporated in the work and/or acceptable materials delivered to the site.

SC-9.3.1.4 Partial payment to the Contractor for work performed under a lump sum price shall be based on a detailed breakdown of a bid showing labor and material as prepared by the Contractor preceding start of construction and approved by the Owner.

SC-9.3.1.5 Acceptable materials delivered to the site but not incorporated in the work will be paid for at ninety-two percent (92%) of the invoice value of same. Until the job is fifty percent (50%) completed, the Contractor will be paid ninety-two percent (92%) of the estimated value of labor and material completed in acceptable form.

This eight percent (8%) retention of the first fifty percent (50%) of the job will be held by the Owner until 30 days after completion. After the job is fifty percent (50%) completed, material incorporated in the work and labor will be paid for at one-hundred percent (100%) of the estimated value of same as bid.

When the work is completed to the satisfaction of the Owner, the Contractor shall be paid an amount which will bring the total payments to him up to ninety-six percent (96%) of the contract price.

The Act makes reference to payments of estimates "Unless the Contractor does not prosecute the work with diligence and with the force specified or intended in the Contract."

Upon approval of the Engineer/Architect, the four percent (4%) retainer may be reduced commensurate with partial acceptance of facilities completed and placed in operation.

SC-9.5.1.8 Failure to comply with the terms of the contract and/or these specifications or fails to

comply with the orders or directions of the Engineer/Architect.

9.8 SUBSTANTIAL COMPLETION

SC-9.8.4 In the last sentence delete “Substantial Completion” and insert in its place “Final Acceptance.”

9.10 FINAL COMPLETION AND FINAL PAYMENT

SC-9.10.1 Final Acceptance shall be considered only after completion of all punch list items and submission and approval of the Final Documentation Package and Final Pay Estimate.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

SC-11.1.1 Add the following: Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain, during the Contract Time, the following insurances and all other insurance requirements of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors, and Suppliers as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.

SC-11.1.1.1 The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

Workers' Compensation, etc.:

- | | | |
|-----|--|-------------|
| (a) | State | Statutory |
| (b) | Applicable Federal (e.g., Longshoreman's): | Statutory |
| (c) | Employer's Liability: | \$1,000,000 |

Contractor's Liability Insurance which shall also include completed operations; product liability coverage; and indemnity obligations to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio:

- (a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance

will provide Explosion, Collapse and Underground coverage where applicable.

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

(b) Products and Completed Operations

Aggregate \$1,000,000

Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence). \$1,000,000

(d) Fire Damage \$ 100,000

(e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have General Aggregate apply to this project only (Per Project Aggregate Limit).

Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	\$1,000,000
	Each Occurrence	\$1,000,000
Property Damage,	Each Occurrence	\$1,000,000

or

(b) Combined Single Limit

Bodily Injury and Property Damage, Each Occurrence \$1,000,000

SC-11.1.1.2 Written notice of cancellation for non-payment of premium shall be at least 10 days.

SC-11.1.1.3 The Certificate(s) of Insurance shall be the most current version ACORD 25.

SC-11.1.2.1 As a guarantee for the faithful performance of correction of the work or repair and/or replacement of any equipment or materials required under the Contractor's warranty, the Contract Bond or Performance/Payment Bond ("Rollover" Bond - ORC 153.571 or Performance/Payment Bond - ORC 153.57) shall cover the Contractor's and equipment and materials warranties for the full Correction (Maintenance/Warranty)

Period.

The Owner may, at its option and at no additional cost, also require a Maintenance/Warranty Bond for the length of the Correction Period as a separate instrument apart from the Rollover or Performance/Payment Bond.

11.2 OWNER'S INSURANCE

SC-11.2.1 Delete 11.2.1 in the General Conditions and insert the following:
Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the Owner listed as the insured (No additional insureds) for the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

SC-12.2.2.1 In the first sentence delete "Substantial Completion" and insert in its place "Final Acceptance."

SC-12.2.6 All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the required warranty period or Contractor's Correction Period, which ever is longer, starting from the date of Final Acceptance regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the Correction Period or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.4 TESTS AND INSPECTIONS

SC-13.4.1.1 Unless specifically stated otherwise, all tests hereinafter specified in the various divisions of the Specifications shall be made at the expense of the Contractor within whose Contract is included the work requiring the tests, by testing laboratories approved by the Owner.

SC-13.4.1.2 Tests required by Federal Specifications or ASTM of American Standards will be required where specifically hereinafter stated.

SC-13.4.1.3 Where testing is required, any work performed without test or prior to approval of test results shall be the full responsibility of the Contractor and shall be subject to replacement should it be unsatisfactory in the opinion of the Engineer/Architect.

SC-13.4.1.4 Where the quality of other proposed materials is questioned and check tests ordered by the Owner, the cost of such tests shall be borne by the Contractor if the material fails to comply with the Specifications. If the materials meet specification requirements, the cost of such special tests will be borne by the Owner.

ARTICLE 15 - CLAIMS AND DISPUTES

15.4 ARBITRATION

SC-15.4 Delete Section 15.4 in its entirety and insert Section 15.4 as follows:

15.4 BINDING DISPUTE RESOLUTION

SC-15.4.1 This contract arose in the City of Geneva, Ashtabula County, Ohio. All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to the Contract Document or the breach thereof will be decided through the Ashtabula County Common Pleas Court. Arbitration will be entered into only if agreed upon, in writing, by both parties.

END OF SECTION

01/2024

**Community Development Block Grant (CDBG)
Supplemental Conditions**

Note: If any of these supplemental conditions are addressed in other areas of the contract documents the more stringent of the requirements will be enforced.

1. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

2. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Community, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

3. Termination for Convenience. The Community may terminate this Contract at any time giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Community as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

4. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided by the Community setting forth the provision of this non-discrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
 - c. The Contractor will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Community's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Contractor's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Community's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Community's Department of Housing and Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
5. Civil Rights Act of 1988, as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. Section 109 of the Housing and Community Development Act, as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities.
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training an employment be given to 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. This project is exempt from Section 3 requirements per HUD Notice CPD-21-09.
8. Compliance with the Copeland Act. The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
9. Compliance with the Davis-Bacon Act. The Contractor shall comply with the Davis-Bacon Act the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
10. Compliance with §103 and §107 of the Contract Work Hours and Safety Standards Act.
 - a. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph a of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph a of this section.

- c. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act with is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph b of this section.
 - d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a through d of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a through d of this section.
11. Reports and Information. The Contractor, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
 12. Patent Rights. No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the contractor.
 13. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.
 14. Access to Records. The State of Ohio, the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
 15. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community 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 Community.
 16. Compliance with §306 of the Clean Air Act and §508 or the Clean Water Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

17. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
18. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and the Contractor shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
19. Interest of Member of the Governing Body. No member of the governing body of the Community and no other officer, employee, or agent of the Community, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
20. Interest of Other Local Public Officials. No member of the governing body of the locality and no other 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.
21. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.
22. Changes.
 - a. The Community may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by between the Community and the Contractor, shall be incorporated in written amendment to this Contract.
 - b. Change orders must be prepared by the construction inspector and/or architect/engineer. The locality must approve and authorize change orders before they are given to the contractor.
23. Personnel.
 - a. The Contractor represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Community.
 - b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
24. Assignability. The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Community thereto: Provided, however, that claims for money by the Contractor from the Community under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.
25. Supervision. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
26. Claims Against Contractor. The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fail to do so, the Owner, may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments in good faith.
27. Subcontracting.
- a. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.
 - b. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to

be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

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

28. Time.

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

29. Completion of Work.

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

30. Work Inspection and Payment Process.

- a. Upon receiving the Notice to Proceed, the contractor must submit to the locality a cost breakdown showing the amount assigned to each portion of the work. This breakdown is not required when per unit prices form the basis of payment under the contract. This breakdown must be reviewed by the locality and the architect/engineer and used as the basis for requests for payment. This breakdown should be submitted within 10 days of the Notice to Proceed.
- b. The construction inspectors must check for quality and quantity control. Quality control must include quality tests as necessary to verify conformance with technical specifications concerning minimum quality requirements. Quantity control must include verification of in-place quantities and other records reflecting the as-built facility.
- c. Upon completion of agreed quantities of work, the contractor may submit to the locality requests for partial or progress payments. Written inspection reports must accompany the contractor's request for partial payment.
- d. Inspection reports, copies of field measurement notes, and test results used to verify contractor's periods pay estimate for partial payment should be attached and filed with the periodic estimate for partial payment.
- e. Upon receipt of certificates for partial payment and necessary documentation, the locality must check Equal Opportunity and Labor Standards compliance files to ensure that all requirements have been met.
- f. Payment to the Contractor shall be made by the Owner, according to the following schedule (as determined by community):
- g. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved progress schedule from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the contractor. A turnaround time of 20-30 days is expected before said funds are forwarded to the Owner.
- h. It is important that the progress schedule be based on achievable goals, and that the Contractor makes every effort to meet target dates. The Owner may hold the proceeds of a CDBG drawdown for only 15 days. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned and a new drawdown requested. This causes delay in making payments to contractors.

31. Liquidated Damages.

- a. Liquidated damages are a percentage of the contract price withheld from payment as insurance against breach of contract with respect to the payment of estimated labor costs.

- b. Partial payment to the contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two percent of the estimates prepared by the contractor and approved by the architect/engineer. All labor performed after the job is fifty percent completed shall be paid for at the rate of one hundred percent of the estimates submitted by the contractor and approved by the architect/engineer.
32. Permits. Unless otherwise stated in the Bid Documents, the Contractor is responsible for obtaining and paying for all necessary permits and licenses for the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he/she shall promptly notify the owner in writing.
33. Insurance.
- a. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
 - b. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.
 - c. Worker's Compensation
All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the state of Ohio.
 - d. Contractor's Liability Insurance
 - i. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
 - ii. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

- iii. Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.
 - iv. Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.
 - v. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.
 - vi. The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.
- e. **Builder's Risk Insurance**
Each Contractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.
- f. **Installation Floater Insurance**
When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.
- g. The Policies as listed above shall all contain all the following special provisions:
- i. "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the contract owner."
 - ii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.

- iii. Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
- iv. Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

Required Contract Certifications/Notifications

1. Non-Collusion Affidavit
Affidavit should state that the bid or proposal is genuine, is not done in the interest or on behalf of any unnamed person, and that the bidder has not conspired with or solicited another company to create a fake bid for comparative purpose, has not asked competitors to refrain from bidding, and has not conspired with a competitor or other company to create an unfair advantage over other bidders
2. Delinquent Property Tax Certification
Bidders must submit a statement affirming that they have no outstanding property tax liability in the county in which the locality is located. This statement must be made under oath and submitted to the locality's fiscal officer.
3. Worker's Compensation Certification
Ohio law requires bidders who operate within the state to provide workers' compensation coverage for their employees. A certificate of premium paid must be retained with the contract document.
4. Handicapped Access Certification
Upon completion of the working drawings, the architect or engineer shall execute a certification to the effect that applicable standards of accessibility by the handicapped. If the project is exempt from these standards, the basis for this exemption must be specified. This certification must be co-signed by a local official.
5. Attorney's Review Certification
For procurement of construction costing over \$5,000, the contract documents must be reviewed in their entirety by the locality's attorney after contract signing to ensure compliance with applicable state and local law. The state reserves the right to review the package in order to ensure inclusion of all applicable CDBG terms and conditions
6. Auditor's Certification
The availability of funds for the contract must be certified by the locality's financial officer.
7. Notice of Award
8. Notice to Proceed

9. Bid Bonding/Guarantees

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

POSTERS

The project site shall be posted with the following posters and information in a conspicuous place:

- A. Poster “Notice to All Employees Working on Federal or Federally Financed Construction Projects.”
- B. A copy of the appropriate general wage decision.
- C. Poster “Equal Employment Opportunity is the Law.”
- D. Poster “Ohio Minor Labor Laws.”
- E. Poster “Job Safety and Health Protection.”

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Deborah Diez, Labor Relations Specialist
U.S. Department of HUD
Midwest Regional Office of Davis Bacon
and Labor Standards
77 West Jackson Blvd., Room 2307
Chicago, IL 60604
deborah.a.diez@hud.gov
1 (312) 913-8127 direct line

Rhea Benton, Assistant Director
Lake County Planning & Community Dev.
105 Main Street
Painesville, OH 44077
Rhea.Benton@lakecountyohio.gov
(440) 350-2740

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected: The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

*EEOC 9/02 and OFCCP 8/08 Versions Useable With 11/09 Supplement
EEOC-P/E-1 (Revised 11/09)*



STATE OF OHIO

MINOR LABOR LAWS

www.com.ohio.gov

OHIO REVISED CODE CHAPTER 4109*

"MINOR" MEANS ANY PERSON LESS THAN 18 YEARS OF AGE

WORKING PERMITS: Every minor 14 through 17 years of age must have a working permit unless otherwise stated in Chapter 4109.

WAGE AGREEMENT: No employer shall give employment to a minor without agreeing with him/her as to the wages or compensation he/she shall receive for each day, week, month, year or per piece for work performed.

REST PERIOD: No employer shall employ a minor more than 5 consecutive hours without a rest period of at least 30 minutes.

LIST OF MINORS EMPLOYED: Employer shall keep a list of minors employed at each establishment and a list must be posted in a conspicuous place to which all minor employees have access.

TIME RECORDS: Every employer shall keep a time book or other written record showing actual starting and stopping time of each work and rest period. These records must be kept for two (2) years.

RESTRICTIONS ON WORKING HOURS FOR MINORS 14 and 15 YEARS OF AGE

No person under 16 shall be employed:

- 1. During school hours except where specifically permitted by Chapter 4109
2. Before 7 a.m. or after 9 p.m. from June 1st to September 1st or during any school holiday of 5 school days or more; or after 7 p.m. at any other time
3. For more than 3 hours a day in any school day
4. For more than 18 hours in any school week
5. For more than 8 hours in any day when school is not in session
6. For more than 40 hours in any week that school is not in session nor during school hours, unless employment is incidental to bona fide programs of vocational cooperative training, work-study, or other work-oriented programs with the purpose of educating students, and the program meets standards established by the state board of education.

RESTRICTIONS ON WORKING HOURS FOR MINORS 16 and 17 YEARS OF AGE

No person 16 or 17 who is required to attend school shall be employed:

- 1. Before 7 a.m. on any day that school is in session or 6 a.m. if the person was not employed after 8 p.m. the previous night
2. After 11 p.m. on any night preceding a day that school is in session.

PROHIBITED OCCUPATIONS FOR MINORS UNDER 16 YEARS OF AGE

- 1. All manufacturing; mining; processing; public messenger service
2. Work in freezers and meat coolers and all preparation of meats for sale (except wrapping, sealing, labeling, weighing, pricing and stocking)
3. Transportation; storage; communications; public utilities; construction; repair
4. Work in boiler or engine rooms; maintenance or repair of machinery
5. Outside window washing from window sills or scaffolding and/or ladders
6. Cooking and baking; operating, setting up, adjusting, cleaning, oiling or repairing power-driven food slicers, grinders, food choppers, cutters, bakery type mixers
7. Loading or unloading goods to and from trucks
8. All warehouse work except office and clerical
9. Work in connection with cars and trucks involving the use of pits, racks or lifting apparatus or involving the inflation of any tire mounted on a rim equipped with a removable retaining ring.

PROHIBITED OCCUPATIONS FOR MINORS 14 through 17 YEARS OF AGE

- 1. Occupations involving slaughtering, meat-packing, processing or rendering
2. Power-driven bakery machines
3. Occupations involved in the manufacture of brick, tile and kindred products
4. Occupations involved in the manufacture of chemicals
5. Manufacturing or storage occupations involving explosives
6. Occupations involving exposure to radioactive substances and to ionizing radiations
7. Power-driven paper products machines
8. Power-driven metal forming, punching and shearing machines
9. Occupations involved in the operation of power-driven circular saws, band saws and guillotine shears
10. Power-driven woodworking machines
11. Coal mines
12. Occupations in connection with mining, other than coal
13. Logging and sawmilling
14. Motor vehicle occupations
15. Maritime and longshoreman occupations
16. Railroads
17. Excavation operations
18. Power-driven and hoisting apparatus
19. Roofing operations
20. Wrecking, demolition, and shipbreaking.

MINORS UNDER 16 YEARS OF AGE MAY NOT ENGAGE IN DOOR-TO-DOOR EMPLOYMENT UNLESS

The for-profit employer is REGISTERED with the Ohio Department of Commerce. DOOR-TO-DOOR SALES EMPLOYERS SHALL:

- 1. Be in compliance with all applicable Ohio and Federal laws relating to the employment of minors
2. Provide at least one supervisor who is over the age of eighteen, for each six minor employees
3. Have been and be in compliance with Ohio's Motor Vehicle Financial Responsibility, Workers' Compensation, Unemployment Compensation, and all other applicable laws
4. Require all minors to work at least in pairs
5. Not employ any minor who does not have an appropriate Age and Schooling Certificate
6. Provide each minor employee with a photo identification card
7. Not employ any minor in any door-to-door sales activity during school hours except where specifically permitted
8. Not employ minors under 16 in door-to-door sales activity before 7 a.m. or after 7 p.m.
9. Not employ minors 16 and 17 years of age in door-to-door sales activity before 7 a.m. or after 8 p.m.

*For Exceptions to Coverage See Chapter 4109.06

This is a summary of ORC 4109. This summary does not include all of the requirements for minor labor laws. Persons should refer to 4109 for specific requirements applicable to them. This information can be accessed through the Ohio Department of Commerce website at www.com.ohio.gov.

POST IN A CONSPICUOUS PLACE

For further information about Minor Labor issues, please contact: The Ohio Department of Commerce, Division of Industrial Compliance & Labor, 6606 Tussing Road, Reynoldsburg, OH 43068 Phone: 614-644-2239. TTY/TDD: 800-750-0750. An Equal Opportunity Employer and Service Provider (REV. 9/13/16)



Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.

