

**OTTAWA COUNTY
COMMISSIONERS
OTTAWA COUNTY**

**CONTRACT DOCUMENTS
AND SPECIFICATIONS**

**VILLAGE OF GENOA, OHIO
TOWN HALL AND CIVIC THEATER
ELEVATOR MODERNIZATION**

APRIL 2019

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

**TOWN HALL AND CIVIC THEATER
ELEVATOR MODERNIZATION**

CDBG

THE VILLAGE OF GENOA, OHIO

**CT CONSULTANTS, INC.
ENGINEERS ARCHITECTS PLANNERS
FOUR SEAGATE BUILDING
433 NORTH SUMMIT STREET, SUITE 601
TOLEDO, OHIO 43604
(419) 469-5454
<http://www.ctconsultants.com>**

PROJECT INFORMATION

PROJECT: TOWN HALL AND CIVIC THEATER
ELEVATOR MODERNIZATION (CDBG)

OWNER: VILLAGE OF GENOA
102 EAST 6TH STREET
GENOA, OHIO 43430

CONTRACTING AUTHORITY: OTTAWA COUNTY COMMISSIONERS
315 MADISION STREET
PORT CLINTON, OHIO 43452

CONTACT: MARK MESSA
TELEPHONE: (419) 734-6780

ARCHITECT/ENGINEER: CT CONSULTANTS, INC.
FOUR SEAGATE BUILDING
433 NORTH SUMMIT STREET, SUITE 601
TOLEDO, OHIO 43604

CONTACT: RICH HERTZFELD
TELEPHONE: (567) 316-2901
E-MAIL ADDRESS: rhertzfeld@ctconsultants.com

CT PROJECT NUMBER: 181044

BID OPENING DATE: THURSDAY, MAY 23, 2019 – 11:00 A.M.

ADVERTISING DATE: THE BEACON – WEDNESDAY, MAY 8, 2019
THE BEACON – WEDNESDAY, MAY 15, 2019

OTTAWA COUNTY COMMISSIONERS

Mark E Coppeler, President

Donald A. Douglas

Mark W. Stahl

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PROJECT INFORMATION SHEET

OTTAWA COUNTY COMMISSIONERS

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BIDDING AND CONTRACT REQUIREMENTS

NOTICE TO BIDDERS

SEALED BIDS for the furnishing of the necessary materials and construction of the:

**Town Hall and Civic Theater Elevator Modernization
Village of Genoa, Ohio
Ottawa County, Ohio**

will be received by the Board of Ottawa County Commissioners at their Office located at 315 Madison Street, Room 103, Port Clinton, Ohio 43452 until 11:00 A.M., THURSDAY, MAY 23, 2019, and then in the Assembly Room of the Ottawa County Courthouse, publicly opened and read aloud.

The project will consist of the reconstruction/modernization of the existing elevator located in the Town Hall Building in the Village of Genoa, Ohio. Work will include, but may not be limited to replacing obsolete components of the existing elevator system, and providing a code compliant elevator and elevator equipment room. This will include replacement of the existing pump unit, processor based controller, hoistway limit switches, car operating panel, traveling cable, hall fixtures, and fire operating service and emergency light. Other improvements will include installing gypsum board to achieve a fire rating, installing a fire rated door, miscellaneous electrical work (disconnect switches, lighting, receptacles, wiring), smoke detectors, sump pump, and balancing the HVAC.

The contract documents, including plans and specifications, can be obtained at Becker Impressions, 4646 Angola Road, Toledo, Ohio 43615 at the cost of reproduction.

The Engineer for the Project is: CT Consultants, Inc. Engineers, Architects, Planners. Four Seagate Building 433 North Summit Street, Suite 601 Toledo, Ohio 43604 Phone: (419) 469-5454.

All bids must be signed and submitted on the blanks which are bound in this booklet. Bids must state the prices in the blanks provided and be enclosed in a sealed envelope marked – **Town Hall and Civic Theater Elevator Modernization Project**– and addressed to the Ottawa County Commissioners, 315 Madison Street, Room 103, Port Clinton, Ohio 43452.

The bid guaranty may be of two forms:

1. A Bid Guaranty and Contract bond using the form in the Contract Documents. (The amount of the bid does **NOT** have to appear on this form.)
2. A certified check, cashier's check, or letter of credit in favor of the Ottawa County Commissioners, in the amount of ten percent (10%) of the bid. If the contract is awarded, a Contract bond will be required, which is a hundred percent (100%) payment and performance bond.

Ohio Revised Code Sections 9.311(a) and 9.311(b) requires that any bidder who submits a bid for rendering of services, or the supplying of materials or the construction, demolition, alteration,

repair, or reconstruction of any public building, structure, highway, or improvement shall submit a bid bond, performance bond, payment bond, or combination of such bonds executed by a surety or surplus lines company approved by the Superintendent of Insurance of the State of Ohio. If the surety or surplus lines company is not approved by the State of Ohio, the bid shall be deemed non-responsive and shall be rejected. Bidders shall submit with their bid the affidavit required under the Ohio Revised Code, Section 5719.042 that the bidder was not charged with any delinquent personal property taxes in Ottawa County, Ohio.

Attention of bidders is called to the following requirements: all requirements contained in the bid packet, particularly to the Federal Labor Standards Provisions and Davis Bacon Wages, various insurance requirements, various equal opportunity provisions, the requirement for payment bond and performance bond.

The successful bidder shall provide a Certificate of Insurance showing insurance coverage for General Liability, Auto Liability and Workers Compensation to the County Commissioners. The limits of coverage must exceed the total of the contract.

The Owner reserves the right to reject any and all bids and to waive any irregularity in any bid and to determine the lowest and best bidder.

With respect to any contract for the purchase of equipment, materials, supplies, insurance, services, or a public improvement into which a county or its officers may enter, a board of county commissioners, by resolution, may adopt the model system of preferences for products mined or produced in Ohio and the United States and for Ohio-based contractors promulgated pursuant to division (E) of section 125.11 of the Revised Code. The resolution shall specify the class of classes of contracts to which the system of preferences apply, and once adopted, operates to modify the awarding of such contracts accordingly. While the system of preferences is in effect, no county officer or employee with the responsibility for doing so shall award a contract to which the system applies in violation of the preference system.

No bidder may withdraw his bid for a period of thirty (30) days after the scheduled closing time for the receipt of bids.

In accordance with the Ohio Revised Code Section 307.87 this shall serve as notification that this notice is available on Ottawa County's internet website on the world wide web by logging onto www.co.ottawa.oh.us and going to the legal notices/bids link – click on the main page and you will be able to view this notice in PDF format.

A Pre-Bid Meeting will be held at the site at the Village Town Hall at 10:00 AM on Wednesday, May 15, 2019.

This project is funded with Federal Community Development Block Grant (CDBG) funds as well as private funds. The Engineer's Estimate of Construction Cost is \$118,750.00.

BY ORDER OF THE
Board of County Commissioners
Ottawa County, Ohio
Rhonda Slauterbeck, Clerk

GENERAL CONDITIONS, INFORMATION AND INSTRUCTIONS TO BIDDERS

ADDENDA

Notify the Architect/Engineer promptly, via e-mail at **rhertzfeld@ctconsultants.com**, of any discrepancies in, or omissions from, the Contract Documents; all requests for information shall also be sent via e-mail. The Architect will issue a clarifying addendum to each Bidder on record as having received a set of Contract Documents. The Owner and Contracting Authority will not be responsible for oral instruction or information. Questions received less than seven (7) days prior to bid date, which would require the issuing of an Addendum for resolution, cannot be answered. Any Addenda issued during the bidding period are to be included in the Proposal and shall become a part thereof.

DEFINITIONS AND TERMS

Village of Genoa or Genoa, when used, shall mean the party of the first part or its properly authorized agents acting severally within the scope of the particular duties and responsibilities entrusted to them and hereinafter referred to as "OWNER".

Ottawa County Commissioners or Ottawa County, when used, shall mean the party or its properly authorized agents acting severally within the scope of the particular duties and responsibilities entrusted to them and hereinafter referred to as "CONTRACTING AUTHORITY".

Architect or Engineer, when used, shall mean CT Consultants, or any other person duly authorized by CT Consultants to act in its behalf on the Project.

Bidder and/or Contractor, when used, shall mean the person, company, entity or its/their agent(s), or any other person(s) duly authorized by them to act on its behalf on submitting a bid for the contract and the successful Bidder will become Contractor. The terms Bidder and Contractor shall be used interchangeably.

Contract, when used, shall mean the Contract Documents and Specifications, including but not limited to, the General Conditions, Control of Work, Legal Relations, Bid Proposal, Plans, Drawings, Drawings and written Addendum(s) in addition to the Bid Proposal and Legal forms and shall be considered as a whole integrated document.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK

The Bidder is expected to examine carefully the site of the proposed work, plans, specifications, contract forms, general conditions, and addenda, before submitting a proposal. The submission of a proposal shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, special provisions, general conditions, addenda and contract.

Subject to public safety and convenience, prospective Bidders will be permitted to inspect the areas of the building and site. No one shall enter any Village of Genoa property without obtaining prior approval from Kevin Gladden, Village Administrator (419) 855-7791.

Pre-Bid Meeting will be held at the site at the Village Town Hall at 10:00 AM on Wednesday, May 15, 2019

The Owner and Contracting Authority do not make any representation of existing conditions or existing building materials; nor does it represent that Contract Documents may not be modified to meet changes in existing conditions encountered as the work progresses.

REQUIREMENT OF BID GUARANTY AND CONTRACT BOND

No proposal will be considered unless accompanied by a bond or certified check drawn on a solvent bank in an amount not less than ten (10%) percent of the Bidder's Proposal and made payable to Ottawa County Commissioners.

The successful Bidder must furnish a Contract Bond in the full amount of his Proposal, which bond shall cover the entire Contract including the correction period. Agents of bonding companies shall furnish evidence of their power of attorney, bearing the seal of the company authorizing them to execute the particular type of bond to be furnished.

If at any time after the approval of the Contract Bond and the execution of the Contract the Contracting Authority shall deem the surety or sureties upon the bond to be unsatisfactory, or if for any reason the bond shall cease to be adequate security for the Contracting Authority, the Contractor shall, within five days after notice from the Contracting Authority to do so, furnish a new or additional bond which shall be adequate and satisfactory to the Contracting Authority. All costs of such bonds shall be paid for by the Contractor. The Contracting Authority shall determine the sufficiency of all sureties.

AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be made to the best overall Bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the Contract. The successful Bidder will be notified by letter mailed to the address shown on his proposal that his bid has been accepted and that he has been awarded the Contract.

The Contracting Authority reserves the right to reject any and all bids.

The Contracting Authority reserves the right to require the Bidder to present satisfactory evidence that he has been regularly engaged, as either principal or superintendent in the business of construction work similar to that proposed herein; to require the Bidder to present satisfactory evidence that he is fully prepared with the necessary capital, material, machinery and equipment to conduct the work to be contracted for to the satisfaction of the Contracting Authority; and to begin promptly when so ordered.

EXECUTION OF CONTRACT

The Contract shall be signed by the successful Bidder and returned together with the Contract Bond and other Contract Documents within ten (10) days after the Bidder has received notice that the Contract has been awarded. Failure to do so will constitute grounds for the Contracting Authority to consider another bidder. No proposal shall be considered binding upon the Contracting Authority until the execution of the Contract. If the Contract is not executed by the Contracting Authority within sixty (60) days following receipt from the Bidder of the required Contract Documents, the Bidder will have the right to withdraw his bid without prejudice.

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of a resolution of the Directors of the Corporation bearing the seal of the corporation, authorizing him to sign the Contract.

INSURANCE

The Contractor shall not commence Work under the Contract until it has obtained all insurance required under this paragraph. The policies shall also protect the Contracting Authority, its officers, agents, and employees as additional insured, and shall be in a form approved by the Contracting Authority. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed Contract and must be submitted before the Notice to Proceed will be sent. Coverage will be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.

During the term of the Contract, the Contractor will agree to provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the Contracting Authority before Work is commenced. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the Contracting Authority. The Contractor shall provide all insurance required by this Contract.

Required Insurance: The Contractor shall provide the following types and amounts of insurance coverage. Contracting Authority shall be named as an additional insured on all of four of the insurance policies listed below. Coverage in favor of the Contracting Authority shall apply on a primary and non-contributory basis. All policies shall also contain a waiver of subrogation in favor of Contracting Authority. The Comprehensive General Liability Policy referenced below shall include coverage for both on-going and completed operations. In the event that Contractor elects to purchase limits higher than those shown below, said limits shall also apply to Contracting Authority on a primary and non-contributory basis.

REQUIRED INSURANCE COVERAGES

- A. Comprehensive General Liability (CGL):
- | | |
|---|-------------|
| (1) General Aggregate | \$2,000,000 |
| (2) Products/Completed Operations Aggregate | \$2,000,000 |
| (3) Limit Per Occurrence | \$1,000,000 |

Above CGL policy shall be endorsed such that its aggregate limits apply separate to each project undertaken by Contractor.

- B. Comprehensive Automobile Liability: \$1,000,000 per occurrence

*Including any damage caused by blasting or underground excavation.

- C. Excess Liability or Umbrella Form:
- | | |
|-----------------------|-------------|
| (1) General Aggregate | \$3,000,000 |
| (2) Each Occurrence | \$3,000,000 |

The CGL and automobile policies shall be scheduled as covered underlying policies in the above referenced excess liability or umbrella policy.

- D. Environmental Liability:
- | | |
|---------------------------|-------------|
| (1) Aggregate Limit: | \$3,000,000 |
| (2) Per Occurrence Limit: | \$3,000,000 |

Contracting Authority's Protective Liability Insurance: The Contractor shall take out, and maintain during the life of the Contract, a Protective Liability Insurance policy in the name of the Contracting Authority. The primary insurance policy shall not be less than a minimum combined single limit of \$1,000,000. In addition, a \$1,000,000 excess policy will be required. The policy shall protect the Contracting Authority from any claims or damages that may arise out of or result from the performance of any Work or from any operations, either directly or indirectly, by the Contractor or its subcontractors under the contract.

Subcontractor's Insurance: The Contractor shall require subcontractors not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and kind and in the same amounts as required of the Contractor.

Workers' Compensation Insurance: Before any Work is commenced, the Contractor shall take out, and maintain during the life of the Contract, Workers' Compensation Insurance for all of its employees, in accordance with the laws of the State of Ohio. In case any Work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in Work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide Employee Liability Insurance for any such employees, and shall provide or cause each subcontractor to provide the same.

COMPLETION DATE

The work under the terms of this Contract shall be substantially completed and ready for use no later than **FRIDAY AUGUST 30, 2019**.

In the event that the Project is not completed within the Contract Time, including authorized extensions (in writing), the Contractor shall reimburse the Contracting Authority the cost of the extra Architectural and Engineering services (Construction Administration and Secretarial work plus expenses based on the Architect-Engineer hourly rates), plus any other expenses the Contracting Authority incurs as a result thereof.

TERMINATION OF CONTRACTING AUTHORITY'S LIABILITY

No person, partnership, firm or corporation other than the Contractor shall have any interest in the Contract, and no claim shall be made or held valid, and neither the Contracting Authority nor its agents shall be held liable for, nor shall be held to pay any money except as herein provided. The acceptance by the Contractor of the final payment made as aforesaid shall operate as, and shall constitute, a release to the Contracting Authority and its agents from any claim or liability to the Contractor for anything done or furnished for, or relating to the Work, or for any act or neglect of the Contracting Authority or any person related to or connected with the Work.

TAXES

The Contractor will be required to pay, without additional expense to the Contracting Authority and/or Owner, all Federal, State, local and other taxes which may be applicable to the Work, excepting any taxes and assessments on the real property comprising the site of the Work. The Contracting Authority and/or Owner will provide a State Sales Tax Exemption Certificate to the Contractor for materials incorporated into the Work.

The Contractor hereby agrees to withhold all Village of Genoa income taxes due or payable under the provisions of the Codified Ordinances of the Village of Genoa for wages, salaries, and commission paid to its employees who will work within the Village limits for more than 12 workdays, and further agrees that any of its subcontractors shall be required to withhold any such Village income taxes due to under said Code for services performed under this Contract. The Contractor is advised to get full information from the Tax Office prior to bidding.

CONTROL OF WORK

NOTICE

Where in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given: as to the Contracting Authority, when written notice shall be delivered to the Architect or to the Contracting Authority; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the work or by mailing such written notice in the United States mail addressed to the Contractor at the place stated in his Proposal as the address of his permanent place of business; as to the Surety on the Contract Bond, when written notice is placed in the United States mail addressed to the Surety at the home office of such Surety or to its agent or agents who executed such performance bond in behalf of such Surety.

DECISIONS

All the work under this Contract shall be done in accordance with the Plans and Specifications. The Architect will determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for hereunder and will decide all questions of fact, but not of law, which may arise as to the fulfillment of the Contract on the part of the Contractor. The Architect's determination and decision thereon shall be final and conclusive and such determination and decision, in case any questions of fact arise, shall be a condition precedent to the right of the Contractor to receive any monies hereunder.

PLANS AND SPECIFICATIONS

Any requirements appearing in any one of the Contract Documents (Drawings or Specifications) is as binding as though appearing in all. The Plans and Specifications are intended to be explanatory of and supplementary to one another, but should any discrepancy appear or any misunderstanding arise as to the importance of anything contained thereon or therein, the explanation of interpretations of the Architect shall be final and binding on the Contractor. Correction of any error or omission in the Plans or the Specifications may be made by the Architect when such correction is necessary to clarify the intended meaning.

INSPECTION OF WORK

All materials and each part or detail of the work shall be subject to inspection by the Architect. The Architect or his representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Architect requests it, the Contractor, at any time before acceptance of the work, shall remove and uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specification. Should the work thus exposed or examined prove acceptable, the uncovering, removing, and the replacing of the covering or making good of the parts removed will be paid for

as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without inspection by an authorized representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective work or material shall not in any way prevent later rejection when such defects are discovered or obligate the Contracting Authority to final acceptance.

The Contractor shall notify the Architect at least 48 hours in advance of operations requiring inspection. The Contracting Authority will pay the cost of all inspection unless specifically stated otherwise.

At the discretion of the Architect, the Contracting Authority will charge the Contractor with inspection costs when it incurs additional expense for such because of:

1. Reinspection due to rejection;
2. Use of inspected materials on other than the Contracting Authority's work;
3. When inspection is requested and cannot be performed;
4. For any other cause over which the Contracting Authority has no control.
5. All inspection services performed after the original contract completion date.

These charges for unnecessary inspection or inspection costs due to causes within the Contractor's control will be deducted from amounts due the Contractor at the completion of the work.

SUBCONTRACTORS

The Contractor shall furnish the Architect the names of subcontractors proposed and shall not employ any subcontractor that the Architect objects to as incompetent or unfit. The Contractor shall be responsible to the Contracting Authority for his subcontractors.

SUBLETTING, ASSIGNING

Except for the supplying of materials, the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his rights, title or interest in or to the same or any part thereof, without the written consent of the Contracting Authority. Such consent shall not release or relieve the Contractor or his surety from any obligation or liability under the Contract.

LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

RESPONSIBILITY FOR WORK

The Contractor will be held responsible for the entire work until it is completed and until same is finally accepted by the Contracting Authority. The Contractor will be held responsible for damages resulting from his own fault or because of his noncompliance with the Plans, Specifications, and Contract.

Contractor shall comply with all of the Contracting Authority's requirements and regulations for this location.

O.R.C. 5719.042

After the award by a taxing district of any contract let by competitive bid and prior to the time the contractor 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 as 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. A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

CONFLICT OF INTEREST

Interest of Local Public Officials: No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Contractor and Employees: The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Records and Audits: The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the

City/County or any authorized representative, and will be retained for three (3) 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.

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

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended (Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard

to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

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

1. Section 202 Equal Opportunity Clause

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment, advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Owner setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development’s Office of Housing & Community Partnerships (OHCP), the U.S. Department of Housing and Urban Development 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.
- (6) In the event of the contractor’s non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) thorough (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

Goals for Minority
Participation
8.8%

Goals for Female
Participation
6.9%

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

- (3) The Contractor shall provide written notification to the Manager of the Office of Housing & 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.
 - (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any):
State of Ohio; County of Ottawa; City of Port Clinton
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- (1) As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

- c. “Employer Identification Number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. “Minority” includes:
 - (i) Black; all persons having origins in any of the Black African racial groups not of Hispanic origin;
 - (ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island; and
 - (iv) American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliation through membership and participation or community identification.
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority

and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmation action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union

hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs 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 complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated 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 contractors' association and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally

assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or from Federal procurement contracting offices.

- (8.) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one (1) or more of their affirmative action obligations (7a through 7q). The efforts of a contractor association, joining contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one (1) or more of its obligations under 7a through 7q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- (9.) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially desperate manner (for example, even though the Contractor has achieved its goals for women in generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10.) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11.) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12.) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such

sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

C. Certification of Non-Segregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and the he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, **transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or nation origin, because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained

identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. (Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project).

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

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

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal 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 or 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.

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

Compliance with Air and Water Acts

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

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

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal

Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

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

PERMITS AND FEES

The Contractor will be required to obtain and pay for all permits and approvals in connection with the work. All permits shall be subject to the inspection of the Contracting Authority, Owner, and Architect. Contractor shall arrange and pay for all inspections and other necessary assessments associated with the work.

LICENSING

Contractor and subcontractors shall comply with all local, state, and federal licensing requirements, as well as current regulations set forth by the OEPA and OSHA.

PROGRESS

Before the Contractor begins construction, he shall submit to the Architect a schedule showing the method and manner which the Contractor proposes to pursue so as to complete the proposed construction in such a manner that it will be ready for final acceptance within the time stated in the Contract. Said schedule will show location, sequence, equipment, manpower and estimated calendar days to complete each segment of work required. Upon approval of the Architect as to the starting point of the various phases of the construction, the method and manner of performing the work and the sequence of operations shall not be altered except with the approval of the Architect

The Contractor shall use all practical means to make the progress of the work conform to that shown on the progress schedule which is in effect. No payment will be made to the Contractor while he is delinquent in the submission of a progress schedule. Should the prosecution of the work, for any reason, be discontinued, the Contractor shall notify the Architect at least twenty-four (24) hours in advance of resuming operations.

RESPONSIBILITY FOR DAMAGE CLAIMS, ACCIDENTS, INJURIES OR LOSSES

The Contractor and Surety shall indemnify and save the Contracting Authority and all of its representatives harmless from and against all suits, actions or claims of any character brought on account of actual or alleged damages, accidents, injuries or losses sustained by any person or property resulting from any act, error, or omission of the Contractor, his agents or employees, in the execution of the work or in guarding the same. As much of the money due or to become due the Contractor under the Contract, as may be considered necessary by the Contracting Authority, will be retained by the Contracting Authority to protect itself against loss until all suits or damage claims shall have been settled, and satisfactory evidence to that effect shall have been furnished to the Contracting Authority, provided however, that no money shall be so withheld except where

the reasonable estimated amount of potential claims exceeds the applicable limits of the insurance requirements.

CONTRACTOR'S CLAIMS FOR DAMAGES

If the Contractor shall claim compensation for any alleged damage by reason of the acts or omissions of the Contracting Authority, or its agents, he shall, within five (5) days after the sustaining of such damage, make a written statement to the Architect of the nature of the alleged damage. On or before the last day of the month next succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with claims, an itemized statement of the details and amount of the damage. Upon request of the Architect, the Contractor shall give him access to all books or papers containing evidence relative to the amount of such damage.

Unless such statements shall be filed as thus required, the Contractor's claims for compensation shall be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

DELAY AND EXTENSION OF TIME

If the work is delayed by act or neglect of the Architect or Contracting Authority, or Owner, or by strikes, lockouts, fires, or other causes beyond the Contractor's control, the time completion must be extended by the Contracting Authority an amount equal to the time unavoidably lost.

INJUNCTIONS

If legal obstructions to the prosecution of the Work of less than three months duration arise, the delay shall operate to extend the time for the completion of the part or the parts of the Work obstructed for the length of time the obstruction continues and no longer, but no damages shall be claimed or allowed the Contractor for any such delay.

UNSATISFACTORY PROGRESS AND TERMINATION OF THE CONTRACT

In case the Contractor or any Subcontractor fails to furnish materials or to execute the Work in accordance with the Plans and Specifications, or if the provisions of the Contract are otherwise violated, then in any such case, upon ten days written notice to the Contractor and his Surety, the Contracting Authority shall have the right to declare the Contractor in default on the Contract. Said notice shall contain the reason for the Contracting Authority's intention to declare the Contractor in default on the Contract and, unless within ten days after service of said notice the violation shall cease or satisfactory arrangements shall have been made for its correction, the Contractor, upon the expiration of said ten days, shall be in default on the Contract and his right to proceed under the Contract shall be terminated.

In the event the Contract is thus declared to be defaulted, the Contracting Authority will immediately notify the Contractor and his Surety of such action, and will at once cause the work already done to be measured and computed. The action of the Contracting Authority in the declaration of the default of the Contract shall be final and conclusive, and the Contractor shall not be entitled to claim or receive any damages for not being allowed to continue. After the default of the Contract, the Surety shall have the right to take over and complete the Work,

provided, however, that the Surety shall notify the Contracting Authority in writing of its intent to do so within twenty (20) days after the notice of the default of the Contract. Such completion of the Work by the Surety shall be done in strict accordance with all the provisions of the original Contract. However, if the Surety does not take over the Contract as stated above, then the Contracting Authority shall cause the Work to be completed under a second contract. If the cost of the Work done under the second contract exceeds what it would have cost under the original Contract, the increased cost shall be paid from any money due the Contractor under the Contract, and if that is not sufficient, then the increased cost shall be paid by the Contractor and/or his Surety.

They shall also pay all cost and expense of reletting the Work and all damages resulting from noncompletion of the Work within the Contract time. If, when the Work is completed, it is found that there is any money due the Contractor, it will be paid to him; but no money shall be paid to the Contractor under the Contract after it has been declared in default, until the Work has been completed and accepted and all claims and suits resulting therefrom shall have been settled.

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

The Contractor may terminate the Contract, upon ten days' written notice to the Contracting Authority, if any public authority should stop the Work for three months, or if the Architect should fail to issue a certificate of payment, or if the Contracting Authority should fail to pay in accordance with this agreement.

UTILITIES

Utility data is based upon information provided by the utility and has not been verified by the Architect. The Architect or Owner is not responsible or liable for data supplied by others. It shall be the Contractor's responsibility to locate and verify the actual location of underground structures and utilities, including both private service lines and utility mains.

Within 10 days of the award of the Contract, the Contractor shall notify all utilities of the name, address, and phone number of the Contractor. The Contractor shall notify the Registered Underground Utility Protection Service and nonmember owners of the starting date at least two working days prior to starting work. The utility shall mark, stake or otherwise designate the location of the underground facilities within 48 hours of receiving the Contractor's notice of a starting date. The marking or locating shall be coordinated to stay approximately two days ahead of the planned construction.

During construction, the Contractor shall report immediately to the Owners of the underground facilities any break or leak in the facilities, or any dent, gouge, groove or other damage. The Contractor shall notify nearby occupants of any emergency situation that may arise.

WAGE RATES

The successful Bidder is responsible under the terms of the Contract to pay prevailing wages as found in the Davis Bacon Wage Determinations of the U.S. Department of Labor, and to all EEO requirements. Any Contractor or Subcontractor engaged in the performance of the project shall submit personnel and payroll information to that Public Authority's prevailing wage coordinator

during the life of the Contract. Bidders are responsible for verifying that the most current wage rates are being utilized in their bids. The Contractor is also responsible for any changes in the prevailing wage rates or classifications throughout its performance of work on the project.

The Contractor shall comply with U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31 and 5.32. In addition, the Contractor shall be responsible for submitting to the Contracting Authority its required payroll reports. In addition, the Contractor must, prior to its request for final payment, file a notarized Final Affidavit of Compliance with Prevailing Wage Law, certifying that prevailing wages were paid on this Project.

The Contractor shall be responsible for assuring that all its subcontractors comply with prevailing wage requirements and that all subcontractors provide the Contracting Authority with the required payroll reports. The Contractor shall also be responsible for assuring that all its subcontractors file a notarized "Final Affidavit of Compliance with Prevailing Wage Law, certifying that prevailing wages were paid on this Project.

The Contractor hereby acknowledges that it is responsible for the compliance itself and of any and all subcontractors with Federal Davis-Bacon Act, and that lack of compliance with any requirements of prevailing wage laws by it or any Subcontractor shall give the Contracting Authority the right to withhold payments under this Contract until such requirements are met.

DAVIS BACON WAGE AFFIDAVIT

An "Affidavit of Contractor or Subcontractor, Davis Bacon Wage", must be executed and returned to the Contracting Authority upon completion of the project. Final payment will be retained until the document is received. Please note that the affidavit encompasses the work done by all Subcontractors, as well as the Contractor's work force.

GENERAL CONDITIONS OF THE CONTRACT

1. For those conditions not addressed in this document, please refer to the latest edition of AIA Document A 201 published by the American Institute of Architects, entitled “GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,” as hereinafter amended and supplemented, shall apply to all branches of work and such document, amendments, and supplements are hereby identified as part of all contracts. All bidders must familiarize themselves with such documents.
2. Should any discrepancy occur between these general requirements and AIA Document A201, these general requirements shall take precedence.
3. The above AIA documents are on file, and may be viewed at the offices of the Architect.

SUPPLEMENTAL CONDITIONS FOR GENERAL CONDITIONS OF THE CONTRACT CONSTRUCTION

Add the following Subparagraph 7.1.4 to Article 7 Changes in the Work:

7.1.4 For changes in the work, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, fifteen percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, five percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Article 7.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000 be approved without such itemization.

BID PROPOSAL AND LEGAL FORMS

The following **COMPLETED** forms shall be submitted with Bid Proposal:

1. Bidder Information Sheet
2. Bid Proposal
3. Summary Bid Proposal
4. Bid Guaranty and Contract Bond
5. Certified Copy of Corporate Resolution
6. Noncollusion Affidavit
7. Unresolved Findings for Recovery Affidavit
8. Certification/Affidavit in Compliance with O.R.C. Section 3517.13
9. Contractor - Section 3 Plan Format
10. Ohio Department of Development Office of Housing and Community Partnerships
Certification of Subcontractor Regarding Equal Employment Opportunity
11. U.S. Department of Housing and Urban Development Certification of Bidder
Regarding Equal Employment Opportunity

The following are included for execution by the Contractor after award of Contract:

1. Contract
2. Notice to Proceed
3. Notice of Award
4. Change Order
5. Certificate of Owner's Financial Offer
6. Affidavit of Contractor or Supplier of Non-Delinquency of Personal Property Taxes
7. Certification of Bidder Regarding Section 3 and Segregated Facilities
8. Certification of Subcontract Regarding Section 3 and Segregated Facilities
9. Affidavit of Contractor or Sub-Contractor - Davis Bacon Wages
10. Correction Period
11. Final Release of Lien