

**Title Sheet**

***Village of Cardington***

**CONTRACT DOCUMENTS**

**FOR**

***S. Marion Street Stormwater Improvements***

**DESIGNATED PARTIES:**

**“CONTRACTOR”**

\_\_\_\_\_

**“OWNER”**

***Morrow County Board of Commissioners***

\_\_\_\_\_

*80 N. Walnut Street, Suite A*

\_\_\_\_\_

*Mt. Gilead, Ohio 43338*

\_\_\_\_\_

*Phone (419) 947-4085*

\_\_\_\_\_

**“ENGINEER”**

***OHM Advisors***

\_\_\_\_\_

*388 S. Main Street, Suite 301, Akron, OH 44311*

\_\_\_\_\_

*(330) 913-1080*

\_\_\_\_\_

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### **Bid Information**

The following pages provide information to the Bidder as to the Project Scope of Work, Project Schedule, Engineer's Estimate, and location / time of the bid opening.

### **Legal Advertisement**

Sealed bids will be received by Morrow County Board of Commissioners (“Owner”), at the office of the Morrow County Commissioners at 80 N. Walnut St. Suite A, Mt. Gilead, Ohio 43338 on the 21<sup>st</sup> day of August, 2023 until 9:30 am current local time for the:

#### **“S. Marion Street Stormwater Improvements”**

and will be publicly opened and read at 11:00am current local time in the Commissioner’s Hearing Room. Each bid must contain the full names of the party or parties making the same, with an affidavit as to interested parties, and in the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio, and shall be accompanied by a Bid Guaranty Bond for the full amount (100%) of the Bid, in favor of the “Owner” or a certified check, cashier’s check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of 10% of the Bid, payable to the “Owner”.

It is agreed that the bid guaranty shall be for the benefit of the “Owner” pursuant to Section 153.54 of the Ohio Revised Code if the undersigned fails to execute the Contract in conformity with the Form of Contract incorporated in the contract documents and furnish Bond and insurance certificates within ten (10) days after the notification of the award of the Contract to the undersigned.

1. Copies of the Contract Documents are on file at SE Blueprint, Plan Room and may be obtained at cost (1) online at [www.ohm-bidderplanroom.plancycle.com](http://www.ohm-bidderplanroom.plancycle.com), (2) in person at the SE Blueprint Akron Office, 520 South Main Street, Akron, OH 44311 or at the SE Blueprint Cleveland Office 2035 Hamilton Avenue, Cleveland, OH 44114, or (3) via phone SE Blueprint Cleveland (216) 241-2250.

S. Marion Street Stormwater Improvements is to be known as the “Project”, Federal Prevailing wages apply to this project for all bidding purpose and construction purposes and is funded by PY2022 CDBG Allocation Funds (Community Development Block Grant).

Please note that in order to be considered as a “**responsive bidder**” for this project, you must purchase a set of plans and bid documents, and follow all instructions provided. Bids from contractors who are not on the **Plan Holders List** will be disqualified. The Engineer’s Official Estimate of Probable Cost for this Project is \$271,698.00.

The “Owner” reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid which it deems most favorable.

The “Owner” is an Equal Opportunity Employer and does not discriminate against the handicapped.

Notice to Bidders is posted on the Morrow County Board of Commissioners’ website and can be accessed under Public Notices: [www.morrowcountyohio.gov](http://www.morrowcountyohio.gov) and the Village of Cardington website at [www.cardington.org](http://www.cardington.org).

Morrow County Board of Commissioners

Publish Dates: Morrow County Sentinel

**Week of July 26th, 2023**

**Week of August 2nd, 2023**



**Scope of Work, Project Schedule, & Engineer's Estimate**

**SCOPE OF WORK:**

The Scope of Work for the S. Marion Street Stormwater Improvements consists of the following:

- Base Bid work includes:
  - Catch basin replacement
  - Manhole installation
  - Pavement repair
  - Curb replacement
  - Storm sewer televising
  - Sewer cleaning / Obstruction removal
  - CIPP sewer liner internal point repairs
  - External Point Repairs
  - Site Restoration
- Follow the OMUTCD for maintenance of traffic, signage, safety, etc.

**ENGINEER'S ESTIMATE:**

- The Engineer's Official Estimate of Probable Cost for this Project is \$271,698.00.

**PROJECT SCHEDULE:**

Contractor shall be aware of the following schedule, subject to the conditions listed below:

✓ August 21, 2023	Bid Opening Date
✓ August 28, 2023	Engineer Recommendation for Award
✓ August 31, 2023	Notice to Award to Contractor
✓ September 8, 2023	Pre-Construction Meeting
✓ September 11, 2023	Project Start Date
✓ August 31, 2024	Project Completion Date

**NOTE ONE: PROJECT DURATION REQUIREMENTS**

Due to the current material shortages that exist throughout the construction industry, we are proposing an alternate project schedule to allow Bidders the to order, purchase and deliver material necessary for the project. The proposed project schedule allows for flexibility of the overall project start and completion dates. However, the actual project schedule to be implemented has duration limits to minimize the disruption to normal operations of safety forces and the general public. The contractor must adhere to the following work durations:

Sewer Inspection: 7 Calendar Days

Structure Replacement Paving: 30 Calendar Days

Final Project Restoration: 7 Calendar Days

The sequence of work above must be continuous with the exception of seasonal paving options described in the 'WINTER PROJECT COORDINATION' specification. Maintenance of traffic, residential access, commercial access, and safety forces mobility must be provided at all times in accordance with the contract documents.

Bidders must complete the 'EARLIEST START DATE' and 'PROJECT COMPLETION DATE' in the 'PROPOSAL, BID SUMMARY, & SIGNATURE' of the Bid Documents. Failure to complete may result in a rejected bid. The awarded contractor must submit a detailed project schedule in accordance with ODOT CMS 108.03 and the schedule must also include interim completion dates, which shall align with the work durations listed above. Liquidated damages in accordance with ODOT CMS 108.07 will apply for failure to meet the interim completion dates as well as the overall project completion. Extension of work schedule(s) will only be considered through the change order process.

**NOTE TWO:** Liquidated Damages shall apply, per the specifications.

## **Instructions for Bidding**

**OWNER:** Morrow County  
Board of Commissioners

**PROJECT NAME:** S. Marion Street Stormwater Improvements

**BID OPENING DATE & TIME:** Monday, August 21<sup>st</sup>, 2023 at 11:00 am

**DELIVER SEALED BIDS TO:** Office of the Morrow County Commissioners  
80 N. Walnut Street, Suite A, Mt. Gilead, Ohio 43338

### **REQUIRED SUBMITTALS:**

- Bidder shall submit all forms and attachments contained in the “Bid Forms” Section.
- Please read the section carefully, complete all forms, and provide all attachments.
- See Table of Contents for location of “Bid Forms” section.

### **BID FORM, EXCEL FORMAT:**

- The Bid Form in Excel (electronic) format has been made available to the project bidding website for download. The Excel file is for Bidders’ convenience only. If there is a discrepancy between the Excel file and the Project Bid Book Bid Form (hard copy), then the hard copy governs. Only the hard copy of the Bid Form will be accepted for bid, as provided in the Project Bid Book (or Addendum). Values may be hand-written or typed. Use of the excel bid form is at the bidder’s risk. The Engineer nor Owner makes no guarantee of the Excel file compatibility, usability, readability, or formulas.

### **DIRECT ALL QUESTIONS TO:**

- **OHM Advisors / Engineer of Record / David Bridenstine PE**
- 388 S. Main Street, Suite 301, Akron, OH 44311
- (330) 913-1054
- [David.bridenstine@ohm-advisors.com](mailto:David.bridenstine@ohm-advisors.com)
- **OHM Advisors / Municipal Engineer / Sean Gillilan, PE**
- 580 North Fourth Street, Suite 610, Columbus, OH 43215
- [Sean.gillilan@ohm-advisors.com](mailto:Sean.gillilan@ohm-advisors.com)

### **FINAL NOTES TO BIDDERS:**

- Addendums may be issued, provided a minimum of 72 hours prior to the Bid Opening
  - Bidder must acknowledge receipt of Addendum(s) on Bid Form
- Clarifications may be issued, provided a minimum of 24 hours prior to the Bid Opening
  - Bidder must acknowledge receipt of Clarification(s) on Bid Form
- The Bid Opening may be delayed or re-scheduled at any time by the “Owner”

## **ODOT Specifications Section 100 – General Provisions (revised)**

### **ODOT 2019 C&MS, version 1/20/2023 SECTION 100 – GENERAL PROVISIONS**

The following ODOT Specifications (Section 100 General Provisions) shall apply, as written, unless modified herein or within the Contract Documents.

<https://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/Pages/2019-Online-Spec-Book.aspx>

#### **101 DEFINITIONS AND TERMS**

- **101.01 General**
- **101.02 Abbreviations**
- **101.03 Definitions**
  - Modification(s):
    - “State “, “Department”, “ District,” and “DDD” shall refer to Owner.
    - “Director” shall refer to Chief Executive for the Owner.
    - “Laboratory” shall refer to the Laboratory designated by the Engineer.
    - “Engineer” shall refer to OHM Advisors.
    - “DCA – District Construction Administrator” shall refer to the Engineer.
- **101.04 Interpretations**

#### **102 BIDDING REQUIREMENTS AND CONDITIONS**

- **102.01 Prequalification of Bidders**
  - Modification(s):
    - Does not apply – refer to Bid Documents for Qualifications
- **102.02 Contents of Bid Documents**
- **102.03 Issuance of Proposals**
- **102.04 Interpretation of Quantities in Proposal**
- **102.05 Examination of Bid Documents and Project Site and Submission of Prebid Questions**
  - Modification(s):
    - Refer all Pre-Bid Questions to Engineer – see “Instructions for Bidding” section
- **102.06 Preparation of Bids**
  - Modification(s):
    - Prepare and submit all information required – see “Bid Form” section
    - Disregard any reference to Electronic Bidding & Department website
- **102.07 Duty to Notify of Errors in Bid Documents**
- **102.08 Unbalanced Bidding**
- **102.09 Proposal Guaranty**
  - Modification(s):
    - Bid Guaranty forms shall be limited – see “Bid Form” section
- **102.10 Delivery of Bid**
  - Modification(s):
    - Bids shall be delivered to the Owner – see “Instructions for Bidding” section
    - Disregard any reference to Electronic Bidding
- **102.11 Withdrawal of Bids**
- **102.12 Combination Proposal**
- **102.13 Public Opening of Bids**
- **102.14 Disqualification of Bidders**
  - Modification(s):
    - DELETE: Sub-items “I” and “M” (not applicable)

??Questions?? See Page 7 - “**INSTRUCTIONS FOR BIDDING**” Section

- ADD: The Bidder must be on the Official Plan Holder’s List, by purchasing a set of Contract Documents from the Owner or its representative, prior to the Bid Opening.
- **102.15 Material Guaranty**
- **102.16 Certificate of Compliance with Affirmative Action Programs**
- **102.17 Drug-Free Safety Program**
  - Modification(s):
    - In lieu of the Drug-Free Safety Program requirement (per OBWC), the contractor may elect to follow the Drug Testing and Safety Policies contained in the Contract.

### 103 AWARD AND EXECUTION OF CONTRACT

- **103.01 Consideration of Proposals**
- **103.02 Award of Contract**
  - Modification(s):
    - Replace “10” days with “60” days. The acceptance period for Bid Award or Bid Rejection shall be 60 days.
    - Replace “The Department will award to the lowest competent and responsible bidder” with “The Engineer will recommend award of the project to the lowest competent and responsible bidder. The Engineer will recommend award of the bid based on the base bid or the base bid plus any alternate bid. This determination will be made as the Engineer reviews the bids and determines the lowest competent and responsible bid.”
    - Last Paragraph, Replace “5 percent” with “10 percent”. This allows the Owner to award a project up to 10 percent over the estimate
- **103.03 Cancellation of Award**
- **103.04 Return of Proposal Guaranty**
  - Modification(s):
    - All Proposal Guaranties, except bid bonds, will be returned to all bidders within 60 days. Successful bidder will be returned upon signed contract.
- **103.05 Requirement of Contract Bond**
- **103.06 Execution of Contract**
- **103.07 Failure to Execute Contract**

### 104 SCOPE OF WORK

- **104.01 Intent of the Contract Documents**
- **104.02 Revisions to the Contract Documents**
  - Modification(s):
    - DELETE: Section “D” following definition of “significant change” #1 through end of Section D (regarding unit price revisions).
      - Contract Unit Prices will not be revised for this purpose.
    - DELETE: Table 104.02-01 (unit price revisions – per total Contract Price)
      - Contract Unit Prices will not be revised for this purpose.
    - DELETE: Table 104.02-2 (unit price revisions – per % decrease in quantity)
      - Contract Unit Prices will not be revised for this purpose.
    - Section “E” – DELETE second paragraph (regarding compensation adjustments)
      - The Owner may non-perform contract items completely, or partially, with no compensation adjustments to the contract)
- **104.03 Rights in and Use of Materials Found on the Work**
- **104.04 Cleaning Up**

105    CONTROL OF WORK

- 105.01 Authority of the Engineer
- 105.02 Plans and Working Drawings
- 105.03 Conformity with Contract Documents
- 105.04 Coordination of the Contract Documents
- 105.05 Cooperation by Contractor
- 105.06 Superintendent
- 105.07 Cooperation with Utilities
- 105.08 Cooperation between Contractors
- 105.09 Authority and Duties of the Inspector
- 105.10 Inspection of Work
  - Modification(s):
    - If notification to Engineer is not provided at least 24 hours prior to work being performed and Engineer requires the work to be uncovered for inspection, no compensation shall be paid to the contractor for restoration as extra work.
- 105.11 Removal of Defective and Unauthorized Work
- 105.12 Load Restrictions
- 105.13 Haul Roads
- 105.14 Maintenance during Construction
- 105.15 Failure to Maintain Roadway or Structure
- 105.16 Borrow and Waste Areas
- 105.17 Construction and Demolition Debris
- 105.18 Acceptance
- 105.19 Value Engineering Change Proposals

106    CONTROL OF MATERIAL

- 106.01 Source of Supply and Quality Requirements
- 106.02 Samples, Tests, and Cited Specifications
- 106.03 Small Quantities and Materials for Temporary Application
- 106.04 Plan Sampling and Testing Plan
- 106.05 Storage of Materials
- 106.06 Handling Materials
- 106.07 Unacceptable Materials
- 106.08 Department-Furnished Material
- 106.09 Steel and Iron Products Made in the United States
- 106.10 Qualified Products List
- 106.11 Maritime Transportation
- 106.12 Traffic Authorized Product
- 106.13 Certified Supplier

**107    LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

- **107.01 Laws to be observed**
- **107.02 Permits, Licenses, and Taxes**
- **107.03 Patented Devices, Materials, and Processes**
- **107.04 Restoration of Surfaces Opened by Permit**
- **107.05 Federal-Aid Provisions**
- **107.06 Sanitary Provisions**
- **107.07 Public Convenience and Safety**
- **107.08 Bridges over Navigable Waters**
- **107.09 Use of Explosives**
- **107.10 Protection and Restoration of Property**
- **107.11 Contractor's Use of the Project Right-of-Way or Other Department-Owned Property**
- **107.12 Responsibility for Damage Claims and Liability Insurance**
  - Modification(s):
    - Changes to insurance, including all certificates and notices, shall be mailed to the Owner's address, as shown on the Title Sheet of the Bid Documents. Do not use the ODOT address provided.
- **107.13 Reporting, Investigating, and Resolving Motorist Damage Claims**
- **107.14 Opening Sections of Project to Traffic**
- **107.15 Contractor's Responsibility for Work**
- **107.16 Contractor's Responsibility for Utility Property and Services**
- **107.17 Furnishing Right-of-Way**
- **107.18 No Waiver of Legal Rights**
- **107.19 Environmental Protection**
- **107.20 Civil Rights**
- **107.21 Prompt Payment**

**108    PROSECUTION AND PROGRESS**

- **108.01 Subletting of the Contract**
- **108.02 Partnering**
  - Modification(s):
    - DELETE: Section 108.02 in its entirety. Not applicable to the Owner.
- **108.03 Prosecution and Progress**
  - Modification(s)
    - Add: Construction schedule to be provided at the pre-construction meeting
- **108.04 Limitation of Operations**
- **108.05 Character of Workers Methods and Equipment**
- **108.06 Determining a Time Extension to the Completion Date and Payment for Excusable Days**
- **108.07 Failure to Complete on Time**
- **108.08 Unsatisfactory Progress and Default of Contractor**
- **108.09 Termination of the Contract for Convenience of the Department**
- **108.10 Payroll Records**

**109 ACCEPTANCE, MEASUREMENT, AND PAYMENT**

- **109.01 Measurement of Quantities**
- **109.02 Measurement of Units**
- **109.03 Scope of Payment**
- **109.04 Compensation for Altered Quantities, Eliminated Items or Termination of the Contract for Convenience of the Department**
  - Modification(s):
    - DELETE: Section “A” (including subitems 1, 2, and 3)
- **109.05 Changes and Extra Work**
  - Modification(s):
    - Increasing and decreasing of work quantities, where contract bid prices exist, do not constitute coverage under this section. (See Sections 104.02D and 104.02E)
    - DELETE: Section “B.4.”
    - ADD: Section “B.4” – Lump Sum Price provided by the Contractor
    - DELETE: Section “D.2.f.”
    - ADD: No Home Office Overhead will be considered
- **109.06 Directed Acceleration**
- **109.07 Inefficiency**
  - Modification(s):
    - DELETE: Section
    - ADD: Section “No compensation shall be considered for inefficiency”
- **109.08 Unrecoverable Costs**
- **109.09 Estimates**
  - Modification(s):
    - DELETE: Last Paragraph. Owner will not pay interest per with ORC 126.30.
- **109.10 Payment for Delivered Materials**
  - Modification(s):
    - This item will rarely be used by the Owner and the Bidder should not anticipate or expect that payment will be made on this item when bidding the project. It is the sole discretion of the Engineer as to whether or not this item is necessary on the project. The Contractor must gain approval, in writing, from the Engineer, prior to delivering materials to the site which they will request payment for. If there is no request and approval prior to delivery, no payment will be made.
- **109.11 Partial Acceptance**
- **109.12 Final Acceptance**



**Bid Forms Checklist (Submit this Section with Official Bid)**

The Bidder must submit the “Bid Forms” section with their Official Bid. Complete all forms and provide all requested information and attachments. See the following pages for details.

- Contractor Information
- Non-Collusion Affidavit
- Delinquent Person Property Tax Affidavit
- Affidavit of Compliance with Ohio Revised Code Section 3517.13(Political Contributions)
- Certification Regarding Debarment, Suspension & Other Responsibility Matters
- Bidder’s Signature and Ownership
- Supplemental Bond Acknowledgement
- Bidder’s Insurance Agent’s Affidavit
- Proposed Subcontractor’s
- Proposed Material Suppliers
- Experience Record
- Certificate of Compliance for EEO Purposes
- Bid Guaranty
- Proposal, bid Summary & Signature
- Bid Pricing Forms

**Contractor Information**

COMPANY NAME: \_\_\_\_\_

- If "DBA": \_\_\_\_\_

FEDERAL EIN #: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY PHONE: \_\_\_\_\_

COMPANY FAX: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_ (IF APPLICABLE)

**PRIMARY POINT OF CONTACT REGARDING BID SUBMITTAL:**

- Providing this information will allow the Owner to contact you to discuss the details of your bid pricing, schedule, equipment, materials, and other items which may have an effect on the award of the project. A Pre-Award Conference will be scheduled by the Owner, if necessary.

CONTACT NAME: \_\_\_\_\_

CONTACT CELL PHONE: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

**Bid Forms to Complete & Attachments**

**FORM OF NON-COLLUSION AFFIDAVIT**

STATE OF OHIO

COUNTY OF \_\_\_\_\_ SS:

\_\_\_\_\_ being first duly sworn, deposes and says that he is

\_\_\_\_\_  
(Sole owner, a partner, president, sec., etc.)

of \_\_\_\_\_, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not concluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said price of that of any other bidder, or to secure any advantage against the Morrow County Board of Commissioners or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative to any association or to any member or agent thereof.

\_\_\_\_\_  
(affiant)

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_ COUNTY, OHIO

My commission expires: \_\_\_\_\_,

**Bid Forms to Complete & Attachments (cont.)**

**CERTIFICATION OF PERSONAL PROPERTY TAX**

State of \_\_\_\_\_ S.S.

County of \_\_\_\_\_

Before me, a Notary Public, in and for said County and State, personally appeared  
\_\_\_\_\_ who, being duly sworn that he/she  
(Name)

Is the owner or an officer of \_\_\_\_\_,  
(Company)

and having been awarded a public contract let by competitive bid, and that by this statement, says that at this time neither he/she nor the corporation is charged with any delinquent personal property taxes on the general list of personal property of any county, or that the attached hereto is a list of all delinquent personal property taxes charged against him/her or the corporation.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Signature)

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_ COUNTY, OHIO

My commission expires: \_\_\_\_\_, \_\_\_\_\_

This certification is in compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property tax by any successful prior to the execution of the contract of a political subdivision and in the event, there are any due and unpaid delinquent taxes, a copy of this statement shall be transmitted to the County Treasurer within thirty (30) days.

**Bid Forms to Complete & Attachments (cont.)**

**AFFIDAVIT OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13** (political contributions)

STATE OF OHIO

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and states as follows:  
(Name)

1. I am duly authorized to make the statements contained herein on behalf of  
\_\_\_\_\_  
("The Contracting Party")
2. The Contracting Party is a/an (select one):
  - \_\_\_\_ Individual, partnership or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust.
  - \_\_\_\_ Corporation organized and existing under the laws of the State of \_\_\_\_\_
  - \_\_\_\_ Labor Organization
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J)(3) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification constitutes a felony on the fifth degree pursuant to 3517.992(R)(3).

Affiant further sayeth naught

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

SWORN TO BEFORE ME and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_, \_\_\_\_\_

**Bid Forms to Complete & Attachments (cont.)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;

(d) Have not within a three-period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

(Name & Title of Authorized Representative)

---

(Signature of Authorized Representative)

\_\_\_\_\_ ☐ I am unable to certify to the above statement. My explanation is attached.

**Bid Forms to Complete & Attachments (cont.)**

**BIDDER'S SIGNATURE AND OWNERSHIP**

On acceptance of the proposal for said work \_\_\_\_\_  
(Name of Person who will sign below)

do hereby bind \_\_\_\_\_  
(Company Name)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to enter into a written contract with the Morrow County Board of Commissioners within thirty (30) days from date of notice of award.

**IF AN INDIVIDUAL, SIGN BELOW:**

\_\_\_\_\_  
(Individual Name)

\_\_\_\_\_  
(If Trade Name – please provide)

By: \_\_\_\_\_  
(Signature and Title of Person Signing)

\_\_\_\_\_

\_\_\_\_\_  
(Post Office Address – both lines above)

**IF A PARTNERSHIP, SIGN BELOW:**

\_\_\_\_\_  
(Name of Partnership)

By: \_\_\_\_\_  
(Signature and Title of Person Signing)

\_\_\_\_\_  
(Partner Name)

\_\_\_\_\_  
(Partner Name)

\_\_\_\_\_

\_\_\_\_\_  
(Post Office Address – both lines above)

\_\_\_\_\_  
(Post Office Address)

\_\_\_\_\_  
(Post Office Address)

**IF A JOINT BID, SIGN BELOW:**

\_\_\_\_\_  
(Company Name / Name)

By: \_\_\_\_\_  
(Signature and Title of Person Signing)

\_\_\_\_\_

\_\_\_\_\_  
(Post Office Address – both lines above)

\_\_\_\_\_  
(Company Name / Name)

By: \_\_\_\_\_  
(Signature and Title of Person Signing)

\_\_\_\_\_

\_\_\_\_\_  
(Post Office Address – both lines above)

**IF A CORPORATION, SIGN BELOW:**

\_\_\_\_\_, incorporated under the laws of the  
(Company Name)

State of \_\_\_\_\_ By: \_\_\_\_\_  
(Signature and Title of Person Signing)

**Bid Forms to Complete & Attachments (cont.)**

**SUPPLEMENTAL BOND ACKNOWLEDGEMENT**

PROJECT: S. Marion Street Stormwater Improvements  
 OWNER: Morrow County Board of Commissioners

If the bidder submits a **Bid Guaranty and Contract Bond** (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and his surety hereby acknowledge that the attached bond shall cover and guarantee all work per the General Conditions for a period of two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

**BIDDER**

**SURETY**

SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

\*Attach Power of Attorney

If the Bidder submits a **Certified or Cashier's check, Irrevocable Letter of Credit** and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Performance/Payment/Warranty Bond per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and his surety acknowledge that the attached Bond shall cover and guarantee all work per the General Conditions for a period of two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

**BIDDER**

**SURETY**

SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

\*Attach Power of Attorney



**Bid Forms to Complete & Attachments (cont.)**

**BIDDER'S INSURANCE AGENT'S AFFIDAVIT**

PROJECT: S. Marion Street Stormwater Improvements  
OWNER: Morrow County Board of Commissioners

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

first being duly sworn do state the following:

- (a) that I am an Insurance Agent licensed to transact business in the State of Ohio;
- (b) that I have reviewed the insurance requirements in the bid documents (See ODOT Specifications Section 100-General Provisions (Revised)- specifically ODOT 107.12) and have noted therein the requirements on insurance including the cancellation and non-renewal provisions;
  - 107.12 (A) Worker's Compensation
  - 107.12 (B) Commercial General Liability Insurance
    - General Aggregate Limit \$2,000,000
    - Products-Completed Operations Aggregate Limit \$2,000,000
    - Personal & Advertising Injury Limit \$1,000,000
    - Each Occurrence Limit \$1,000,000
  - 107.12 (C) Comprehensive Automobile Liability Insurance
    - Bodily Injury & Property Damage Liability Limit \$1,000,000
    - Each Occurrence

\*\*Additional information can be located in ODOT's Construction & Materials Specifications, 2019 edition

- (c) that I am familiar with the insurance that \_\_\_\_\_  
(Bidder's Company Name)  
has in force, and that its insurance meets the contract requirements or that it can be amended or endorsed to meet the contract requirements until the current policy expiration;
- (d) that if an award of contract is made to the Bidder an insurance certificate will be issued within three (3) business days, which fully complies with all contract requirements.

Further, Affiant sayeth naught.

\_\_\_\_\_  
(Agent's Signature) \_\_\_\_\_  
(Agency Name)  
\_\_\_\_\_  
(Agent's Name) \_\_\_\_\_  
\_\_\_\_\_  
(Agency Address – both lines above)  
\_\_\_\_\_  
(Phone) \_\_\_\_\_ (Fax)

Sworn to and subscribed in my presence this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**Bid Forms to Complete & Attachments (cont.)**

**PROPOSED SUBCONTRACTORS**

The Bidder is required to state in the spaces provided below, the Subcontractors he proposes to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. (Subcontractor's Total = 49% max.)

**#1 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**#2 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**#3 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**#4 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**#5 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**#6 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**Bid Forms to Complete & Attachments (cont.)**

**PROPOSED MATERIAL SUPPLIERS**

The Bidder is required to state in the spaces provided below, the Material Suppliers he proposes to use to accomplish the work under this Contract. Materials purchased which exceed a total of \$2,500 or more for the project shall be outlined.

**#1 Material Supplier :** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Material: \_\_\_\_\_

Total Amount: \$ \_\_\_\_\_

**#2 Material Supplier:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Material: \_\_\_\_\_

Total Amount: \$ \_\_\_\_\_

**#3 Material Supplier:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Material: \_\_\_\_\_

Total Amount: \$ \_\_\_\_\_

**#4 Material Supplier:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Material: \_\_\_\_\_

Total Amount: \$ \_\_\_\_\_

**#5 Material Supplier:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Material: \_\_\_\_\_

Total Amount: \$ \_\_\_\_\_

**#6 Material Supplier:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Material: \_\_\_\_\_

Total Amount: \$ \_\_\_\_\_

**Bid Forms to Complete & Attachments (cont.)**

**EXPERIENCE RECORD**

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. Bidder must show similar project experience in public improvement projects, scope of work, equipment, materials, and value of contracts. Provide data for the last five (5) years only.

**#1 Project Name:** \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Total Project Cost: \_\_\_\_\_ \$ Bidder's Contract: \_\_\_\_\_ \$

% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

**#2 Project Name:** \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Total Project Cost: \_\_\_\_\_ \$ Bidder's Contract: \_\_\_\_\_ \$

% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

**#3 Project Name:** \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Total Project Cost: \_\_\_\_\_ \$ Bidder's Contract: \_\_\_\_\_ \$

% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

**#4 Project Name:** \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Total Project Cost: \_\_\_\_\_ \$ Bidder's Contract: \_\_\_\_\_ \$

% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

NOTE: Bidder may attach additional information for consideration, at bidder's discretion.

**Bid Forms to Complete & Attachments – Community Block Development Program**

**Federal Labor Standards Provisions**

**U.S. Department of Housing  
and Urban Development  
Office of Davis-Bacon and Labor Standards**

**A. APPLICABILITY**

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

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) **Payrolls and basic records.**
- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.
- Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)
- (ii) **Certified Payroll Reports.**
- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) **Apprentices and Trainees.**
  - (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.



If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
  - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which 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 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

**C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

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

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

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

FHWA-1273 – Revised May 1, 2012

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) 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 hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency 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 contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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## 3B Coverage and Contract Clauses

Federal construction contractors, if they have a construction contract of the requisite amount with a federal agency, are covered by Executive Order 11246, as amended; VEVRAA, as amended; and Section 503, as amended. These authorities also cover construction contractors if they have a contract or subcontract with a nonconstruction contractor or another construction contractor, and the:

- Contract or subcontract is necessary in whole or in part to the performance of the covered contract; or
- Contractor or subcontractor performs, undertakes or assumes any portion of the contractor's obligation under a covered contract.

Federally assisted construction contracts and subcontracts are covered by the Executive Order but are not covered by Section 503 or VEVRAA.

The following subsections provide COs additional guidance on the requirements of these legal authorities.

172. For current jurisdiction thresholds for OFCCP coverage, see <https://www.dol.gov/ofccp/tapguides/jurisdiction.htm>.

173. EO 11246, as amended, Sec. 301.

### 3B00 Regulations Applicable to Construction Contractors

Regulations applicable to the affirmative action requirements of construction contractors and federally assisted construction contractors under Executive Order 11246 are published primarily in 41 CFR Part 60-4. Specific provisions in other parts of 41 CFR Chapter 60 are also applicable to federal and federally assisted construction contractors. The regulations implementing Section 503 and VEVRAA apply to contractors and subcontractors with a federal construction contract or subcontract covered under those laws. As mentioned earlier, the regulations implementing Section 503 and VEVRAA do not apply to federally assisted construction contracts and subcontracts.

174. 41 CFR Parts 60-1, 60-3, 60-20, 60-40, and 60-50.

175. 41 CFR Part 60-741.

176. 41 CFR Part 60-300.

### 3B01 Required Bid Solicitation Notice and Contract Specifications for Construction Contracts



Bid solicitations for all federal and federally assisted construction contracts in excess of \$10,000 must include the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" found at 41 CFR 60-4.2(d) and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)" found at 41 CFR 60-4.3(a).

The "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" (referred to in this chapter as the "Notice") sets forth the goals for minority and female participation in construction trades in covered areas, identifies the covered areas and requires that contractors provide OFCCP with written notice about construction subcontracts in excess of \$10,000 that are awarded in connection with the covered contract. In addition, the Notice must be included in:

- Grants, contracts, subcontracts, loans, insurance or guarantees involving federally assisted construction covered by Part 60-4 as a condition of these agreements; and
- Construction contracts and subcontracts that are necessary in whole or in part to the performance of a covered nonconstruction contract.

The "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)" (referred to in this chapter as the "Specifications") describe the affirmative action obligations and detail the specific affirmative action steps construction contractors must implement to ensure equal employment opportunity. The Specifications must be in:

- Solicitations for offers and bids on all federal and federally assisted construction contracts in excess of \$10,000 in accordance with 41 CFR 60-4.6;
- Grants, contracts, subcontracts, loans, insurance or guarantees involving federally assisted construction covered by 41 CFR Part 60-4, as a condition of these agreements;
- Federal and federally assisted construction contracts in excess of \$10,000 in accordance with 41 CFR 60-4.6; and
- Construction subcontracts in excess of \$10,000 that are necessary in whole or in part to the performance of nonconstruction federal contracts and subcontracts.

By operation of the Executive Order, the Notice and the Specifications discussed in this section are deemed to be incorporated in every solicitation and every covered contract and subcontract. This is true whether or not they are expressly incorporated in the solicitation or contract, and whether or not the contract is written.

177. 41 CFR 60-4.3(a).

178. 41 CFR 60-4.6.

### 3B02 Required Equal Opportunity Contract Clauses for Construction Contracts

The equal opportunity clauses may be expressly included in construction contracts and subcontracts, or incorporated by reference. The clauses are, however, a part of the construction contracts even if the contractor does not physically incorporate them into the contract document. If a contractor fails to include the required clauses in covered subcontracts and purchase orders, either in their entirety or by reference, a CO shall cite this omission as a violation in the closure document.

*a. Federal Construction Contracts.* Each federal contracting agency must include the equal opportunity clauses found at 41 CFR 60-1.4(a), 60-300.5 and 60-741.5, in all covered prime construction contracts. And, each federal contractor and subcontractor must include the equal opportunity clauses in its covered construction subcontracts – either in their entirety or by reference. An example of an acceptable way to incorporate all three equal opportunity clauses by reference is found below. Note that the example is in bold typeface for compliance with Section 503 and VEVRAA regulations. If a contractor incorporates the clauses by reference, but does not use the appropriate language or style for Section 503 and VEVRAA equal opportunity clauses, then a CO shall cite the failure as a violation in the closure document.

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that**



**covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

*b. Federally Assisted Construction Contracts.* Applicants for federal assistance involving a construction contract are required to include the equal opportunity clause found at 41 CFR 60-1.4(b) in all covered federally assisted construction contracts. Moreover, each administering agency must include this clause as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction. Federally assisted construction contractors and subcontractors are to incorporate only the Executive Order equal opportunity clause in subcontracts – either in its entirety or by reference. An example of an acceptable way to incorporate the equal opportunity clause by reference is found below.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(b). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

*c. Nonconstruction Contractors.* Nonconstruction contractors must include the appropriate clauses in construction subcontracts that are necessary, in whole or in part, to the performance of a covered nonconstruction contract. The clauses may be expressly included in the contract or incorporated by reference, in the same manner as described above. The clauses are, however, a part of the construction contracts even if the contractor does not physically incorporate them into the contract document.

179. 41 CFR 60-1.4(d), 60-300.5(d) and 60-741.5(d).

180. 41 CFR 60-4.9, 41 CFR 60-300.5(e) and 60-741.5(e).

181. 41 CFR 60-1.4(a) and (b) at paragraph (7); 60-1.4(c); 41 CFR 60-300.5, paragraph 11; and 41 CFR 60-741.5, paragraph 11.

### 3B03 Support from Other Agencies Related to Construction Contractors

The CO must identify the contract(s) on which the contractor's obligations are based. The CO records this information in the case file and related correspondence. Information on contract awards may be obtained from other federal agencies.

Various federal, state and local government contracting offices may be able to provide notice of contract awards and help ensure that the contractors include equal opportunity and affirmative action clauses in construction contracts. For example, OFCCP has an MOU with the General Services Administration (GSA) that provides for information sharing on construction contract awards.

Other agencies within the DOL may also have information not available from the contractor. For example, the WHD may be able to provide the number of employees of the contractor by reviewing payroll records certified under the Davis-Bacon Act. Other sources of interagency cooperation may include the ETA funded agencies such as Job Corps, Office of Apprenticeship, and YouthBuild, and the Women's Bureau.

182. See "U.S. Department of Labor and U.S. General Services Administration: Memorandum of Understanding on Mega Construction Projects," signed June 2013.

### 3B04 Mega Construction Projects

A mega construction project is a construction project spanning more than a year, with a value of at least \$25 million. OFCCP developed its Mega Construction Project Program to facilitate construction contractors' access to a pipeline of diverse talent for some of this nation's largest construction projects. The focus of this program is first and foremost on providing compliance assistance and facilitating relationships that connect contractors with jobs to qualified people seeking jobs.

The program includes providing intensive compliance assistance to participating construction contractors, and facilitating connections between contractors and job training and recruiting sources, unions, local or community based organizations, and federal, state and local governments. Through this approach, the expectation is that there will be an increase in the representation of women and minorities in the construction trades. While contractor participation in the mega construction program is not required, it is encouraged.

On mega construction projects, COs can monitor the solicitations, offers and bid documents to ensure the funding and contracting agencies include the Notice. Additionally, COs coordinate with the funding agency to ensure incorporation of the Specifications and appropriate equal opportunity clauses into prime contracts and subcontracts. Once the solicitation is made public, the District Director or Assistant District Director should participate in as many pre-bid conferences as feasible that the federal funding agency and the entity receiving federal assistance may schedule with prospective bidders. Once the prime contract is awarded, the District Director or Assistant District Director should contact the prime contractor for two purposes:

- To offer the prime contractor the opportunity to participate in the program, so as to receive extensive compliance assistance and support; and
- To explain the prime contractor's role and responsibilities if it participates in the program.

If a mega construction project is located on or near an Indian reservation, the CO should contact OFCCP's Indian and Native American Employment Rights Program (INAERP) before contacting tribal officials, TEROs or Indian and Native American community based organizations. INAERP will work with the CO to ensure the proper tribal officials are notified about the project and determine their level of involvement based on their resources and tribal infrastructure. INAERP will also conduct introductory meetings via conference call and assist with providing a list of resources for contractors and subcontractors to use in the creation of linkages with tribal entities and Indian and Native American community based organizations. The INAERP staff is available throughout the course of a review to assist COs.

183. See FCCM 3B01.

184. 41 CFR 60-1.4(a) or (b), 41 CFR 60-4.3, 41 CFR 60-300.5, and 41 CFR 60-741.5.

185. See Letter L-10 – Construction Outreach for New Projects.

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## Office of Federal Contract Compliance Programs

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## Federal Contract Compliance Programs, Labor

## § 60-4.2

"Section 60-3, U.G.E.S.P. (1978); 43 FR 38295 (August 25, 1978)."

When the guidelines are cited in connection with the activities of one of the issuing agencies, a specific citation to the regulations of that agency can be added at the end of the above citation. The specific additional citations are as follows:

Equal Employment Opportunity Commission  
29 CFR Part 1607  
Department of Labor  
Office of Federal Contract Compliance Programs  
41 CFR Part 60-3  
Department of Justice  
28 CFR 59.14  
Civil Service Commission  
5 CFR 300.103(c)

Normally when citing these guidelines, the section number immediately preceding the title of the guidelines will be from these guidelines series 1-18. If a section number from the codification for an individual agency is needed it can also be added at the end of the agency citation. For example, section 6A of these guidelines could be cited for EEOC as follows: "Section 6A, Uniform Guidelines on Employee Selection Procedures (1978); 43 FR 38295, (August 25, 1978); 29 CFR Part 1607, section 6A."

## PART 60-4—CONSTRUCTION CONTRACTORS—AFFIRMATIVE ACTION REQUIREMENTS

Sec.

- 60-4.1 Scope and application.
- 60-4.2 Solicitations.
- 60-4.3 Equal opportunity clauses.
- 60-4.4 Affirmative action requirements.
- 60-4.5 Hometown plans.
- 60-4.6 Goals and timetables.
- 60-4.7 Effect on other regulations.
- 60-4.8 Show cause notice.
- 60-4.9 Incorporation by operation of the Order.

AUTHORITY: Secs. 201, 202, 205, 211, 301, 302, and 303 of E.O. 11246, as amended, 30 FR 12319; 32 FR 14303, as amended by E.O. 12086; and E.O. 13672, 79 FR 42971.

SOURCE: 43 FR 49254, Oct. 20, 1978, unless otherwise noted.

### § 60-4.1 Scope and application.

This part applies to all contractors and subcontractors which hold any Federal or federally assisted construc-

tion contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or nonfederally assisted construction site. This part also establishes procedures which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended.

In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal nonconstruction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a nonconstruction contract or subcontract.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978]

### § 60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this part 60-4.

(b) All nonconstruction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of





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this section in all construction agreements which are necessary in whole or in part to the performance of the covered nonconstruction contract.

(c) Contracting officers, applicants and nonconstruction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract; estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

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

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract 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).

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980]

§ 60-4.3 Equal opportunity clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction

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subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

**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 Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations

under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p 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. Covered Construction contractors performing construction work 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 work 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 officers. The Contractor is expected to make substantially uniform progress in meeting 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 affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at

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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 therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b 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 month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary



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changing facilities shall be provided to assure privacy between the sexes.

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p 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 to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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 disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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, sexual orientation, gender identity, 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 the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980; 79 FR 72995, Dec. 9, 2014]



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Federal Contract Compliance Manual

## 3B02 Required Equal Opportunity Contract Clauses for Construction Contracts

The equal opportunity clauses may be expressly included in construction contracts and subcontracts, or incorporated by reference. <sup>100</sup> The clauses are, however, a part of the construction contracts even if the contractor does not physically incorporate them into the contract document. <sup>101</sup> If a contractor fails to include the required clauses in covered subcontracts and purchase orders, either in their entirety or by reference, a CO shall cite this omission as a violation in the closure document.

*a. Federal Construction Contracts.* Each federal contracting agency must include the equal opportunity clauses found at 41 CFR 60-1.4(a), 60-300.5 and 60-741.5, in all covered prime construction contracts. And, each federal contractor and subcontractor must include the equal opportunity clauses in its covered construction subcontracts – either in their entirety or by reference. <sup>102</sup> An example of an acceptable way to incorporate all three equal opportunity clauses by reference is found below. Note that the example is in bold typeface for compliance with Section 503 and VEVRAA regulations. If a contractor incorporates the clauses by reference, but does not use the appropriate language or style for Section 503 and VEVRAA equal opportunity clauses, then a CO shall cite the failure as a violation in the closure document.

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

*b. Federally Assisted Construction Contracts.* Applicants for federal assistance involving a construction contract are required to include the equal opportunity clause found at 41 CFR 60-1.4(b) in all covered federally assisted construction contracts. Moreover, each administering agency must include this clause as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction. Federally assisted construction contractors and subcontractors are to incorporate only the Executive Order equal opportunity clause in subcontracts – either in its entirety or by reference. An example of an acceptable way to incorporate the equal opportunity clause by reference is found below.

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(b). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.**



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of the Northern Mariana Islands, and Wake Island.

[43 FR 49240, Oct. 20, 1978, as amended at 61 FR 19988, May 3, 1996; 62 FR 44188, Aug. 19, 1997; 62 FR 66971, Dec. 22, 1997; 70 FR 58961, Oct. 7, 2005; 80 FR 54974, Sept. 11, 2015]

**§ 60-1.4 Equal opportunity clause.**

(a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 contracting officer setting forth the provisions of this nondiscrimination 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 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) 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 contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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(b) *Federally assisted construction contracts.* (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this 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 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or

applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) 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.

(6) 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 books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

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*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 administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

(c) *Subcontracts*. Each nonexempt prime contractor or subcontractor shall include the equal opportunity

clause in each of its nonexempt subcontracts.

(d) *Inclusion of the equal opportunity clause by reference*. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) *Incorporation by operation of the order*. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) *Adaptation of language*. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

§ 60-1.5 Exemptions.

(a) *General*—(1) *Transactions of \$10,000 or under*. Contracts and subcontracts not exceeding \$10,000, other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: *Provided*, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total





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opportunity clause in any contract or subcontract with a state or local government (or any agency, instrumentality or subdivision thereof) shall not be applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract or subcontract.

(b) *Waivers*—(1) *Specific contracts and classes of contracts.* The Deputy Assistant Secretary may waive the application to any contract of the equal opportunity clause in whole or part when he or she deems that special circumstances in the national interest so require. The Deputy Assistant Secretary may also grant such waivers to groups or categories of contracts: where it is in the national interest; where it is found impracticable to act upon each request individually; and where such waiver will substantially contribute to convenience in administration of the Act. When a waiver has been granted for any class of contracts, the Deputy Assistant Secretary may withdraw the waiver for a specific contract or group of contracts to be awarded, when in his or her judgment such action is necessary or appropriate to achieve the purposes of the Act. The withdrawal shall not apply to contracts awarded prior to the withdrawal, except that in procurements entered into by formal advertising, or the various forms of restricted formal advertising, such withdrawal shall not apply unless the withdrawal is made more than 10 calendar days before the date set for the opening of the bids.

(2) *National security.* Any requirement set forth in the regulations of this part shall not apply to any contract whenever the head of the contracting agency determines that such contract is essential to the national security and that its award without complying with such requirements is necessary to the national security. Upon making such a determination, the head of the contracting agency will notify the Deputy Assistant Secretary in writing within 30 days.

(3) *Facilities not connected with contracts.* The Deputy Assistant Secretary may waive the requirements of the equal opportunity clause with respect to any of a contractor's facilities which

he or she finds to be in all respects separate and distinct from activities of the contractor related to the performance of the contract, provided that he or she also finds that such a waiver will not interfere with or impede the effectuation of the Act. Such waivers shall be considered only upon the request of the contractor.

§ 60-300.5 Equal opportunity clause.

(a) *Government contracts.* Each contracting agency and each contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

**EQUAL OPPORTUNITY FOR DISABLED VETERANS, RECENTLY SEPARATED VETERANS, OTHER PROTECTED VETERANS, AND ARMED FORCES SERVICE MEDAL VETERANS**

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
- vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

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viii. Activities sponsored by the contractor including social or recreational programs; and

ix. Any other term, condition, or privilege of employment.

2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system.

3. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a *bona fide* job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

4. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state workforce agency in each state where it has establishments of the name and location of each hiring location in the state. As long as the contractor is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent contracts. The contractor may advise the state agency when it is no longer bound by this contract clause.

5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

6. As used in this clause: 1. *All employment openings* includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting

three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. *Executive and senior management* means:

(1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a *bona fide* 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. *Positions that will be filled from within the contractor's organization* means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

8. In the event of the contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

9. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, other protected veterans, or Armed Forces service medal veterans. The contractor must ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the



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contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

11. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 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 Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.

[End of Clause]

(b) *Subcontracts.* Each contractor shall include the equal opportunity clause in each of its subcontracts subject to this part.

(c) *Adaption of language.* Such necessary changes in language may be made to the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

(d) *Inclusion of the equal opportunity clause in the contract.* It is not necessary that the equal opportunity clause be quoted verbatim in the contract. The clause may be made a part of the contract by citation to 41 CFR 60-300.5(a).

(e) *Incorporation by operation of the Act.* By operation of the Act, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the Act and the regulations in this part to include such a clause, whether or not it is physically incorporated in such contract and whether or not there is a written contract between the agency and the contractor.

(f) *Duties of contracting agencies.* Each contracting agency shall cooperate

with the Deputy Assistant Secretary and the Secretary in the performance of their responsibilities under the Act. Such cooperation shall include insuring that the equal opportunity clause is included in all covered Government contracts and that contractors are fully informed of their obligations under the Act and this part, providing the Deputy Assistant Secretary with any information which comes to the agency's attention that a contractor is not in compliance with the Act or this part, responding to requests for information from the Deputy Assistant Secretary, and taking such actions for noncompliance as are set forth in § 60-300.66 as may be ordered by the Secretary or the Deputy Assistant Secretary.

**Subpart B—Discrimination Prohibited**

**§ 60-300.20 Covered employment activities.**

The prohibition against discrimination in this part applies to the following employment activities:

- (a) Recruitment, advertising, and job application procedures;
- (b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (c) Rates of pay or any other form of compensation and changes in compensation;
- (d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (e) Leaves of absence, sick leave, or any other leave;
- (f) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
- (g) Selection and financial support for training, including, apprenticeships, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training;
- (h) Activities sponsored by the contractor including social and recreational programs; and
- (i) Any other term, condition, or privilege of employment.



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include consideration of the following factors:

(A) Whether the waiver will be used as a subterfuge to circumvent the contractor's obligations under the act;

(B) The contractor's compliance with the act or any other Federal, State or local law requiring equal opportunity for disabled persons;

(C) The impact of granting the waiver on OFCCP enforcement efforts; and

(D) Such other factors that the Deputy Assistant Secretary deems are necessary or appropriate for considering whether the granting of the waiver would interfere with or impede the effectuation of the act.

(iv) A contractor granted a waiver under paragraph (b)(3) of this section shall:

(A) Promptly inform the Deputy Assistant Secretary of any changed circumstances not reflected in the contractor's waiver request; and

(B) Permit the Deputy Assistant Secretary access during normal business hours to the contractor's places of business for the purpose of investigating whether the facility granted a waiver meets the standards and requirements of paragraph (b)(3) of this section, and for inspecting and copying such books and accounts and records, including computerized records, and other material as may be relevant to the matter under investigation.

(v)(A) A waiver granted under paragraph (b)(3) of this section shall terminate on one of the following dates, whichever is earliest:

(1) Two years after the date the waiver was granted.

(2) When the facility performs any work that directly supports or contributes to the satisfaction of the work performed on a Government contract.

(3) When the Deputy Assistant Secretary determines, based on information provided by the contractor under this section or upon any other relevant information, that the facility does not meet the requirements of paragraph (b)(3) of this section.

(B) When a waiver terminates in accordance with paragraph (b)(3)(v)(A) of this section the contractor shall ensure that the facility complies with this part on the date of termination, except that compliance with §§ 60-741.40

through 60-741.45, if applicable, must be attained within 120 days of such termination.

(vi) False or fraudulent statements or representations made by a contractor under paragraph (b)(3) of this section are prohibited and may subject the contractor to sanctions and penalties under this part and criminal prosecution under 18 U.S.C. 1001.

[61 FR 19350, May 1, 1996, as amended at 65 FR 45179, July 20, 2000]

**§ 60-741.5 Equal opportunity clause.**

(a) *Government contracts.* Each contracting agency and each contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

**EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES**

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures;

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii. Rates of pay or any other form of compensation and changes in compensation;

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v. Leaves of absence, sick leave, or any other leave;

vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;

vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii. Activities sponsored by the contractor including social or recreational programs; and

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ix. Any other term, condition, or privilege of employment.

2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

6. The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, 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 Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

[End of Clause]

(b) *Subcontracts.* Each contractor shall include the equal opportunity clause in each of its subcontracts subject to this part.

(c) *Adaption of language.* Such necessary changes in language may be made to the equal opportunity clause as shall be appropriate to identify

properly the parties and their undertakings.

(d) *Inclusion of the equal opportunity clause in the contract.* It is not necessary that the equal opportunity clause be quoted verbatim in the contract. The clause may be made a part of the contract by citation to 41 CFR 60-741.5(a).

(e) *Incorporation by operation of the act.* By operation of the act, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the act and the regulations in this part to include such a clause, whether or not it is physically incorporated in such contract and whether or not there is a written contract between the agency and the contractor.

(f) *Duties of contracting agencies.* Each contracting agency shall cooperate with the Deputy Assistant Secretary and the Secretary in the performance of their responsibilities under the act. Such cooperation shall include insuring that the equal opportunity clause is included in all covered Government contracts and that contractors are fully informed of their obligations under the act and this part, providing the Deputy Assistant Secretary with any information which comes to the agency's attention that a contractor is not in compliance with the act or this part, responding to requests for information from the Deputy Assistant Secretary, and taking such actions for noncompliance as are set forth in § 60-741.66 as may be ordered by the Secretary or the Deputy Assistant Secretary.

Subpart B—Discrimination Prohibited

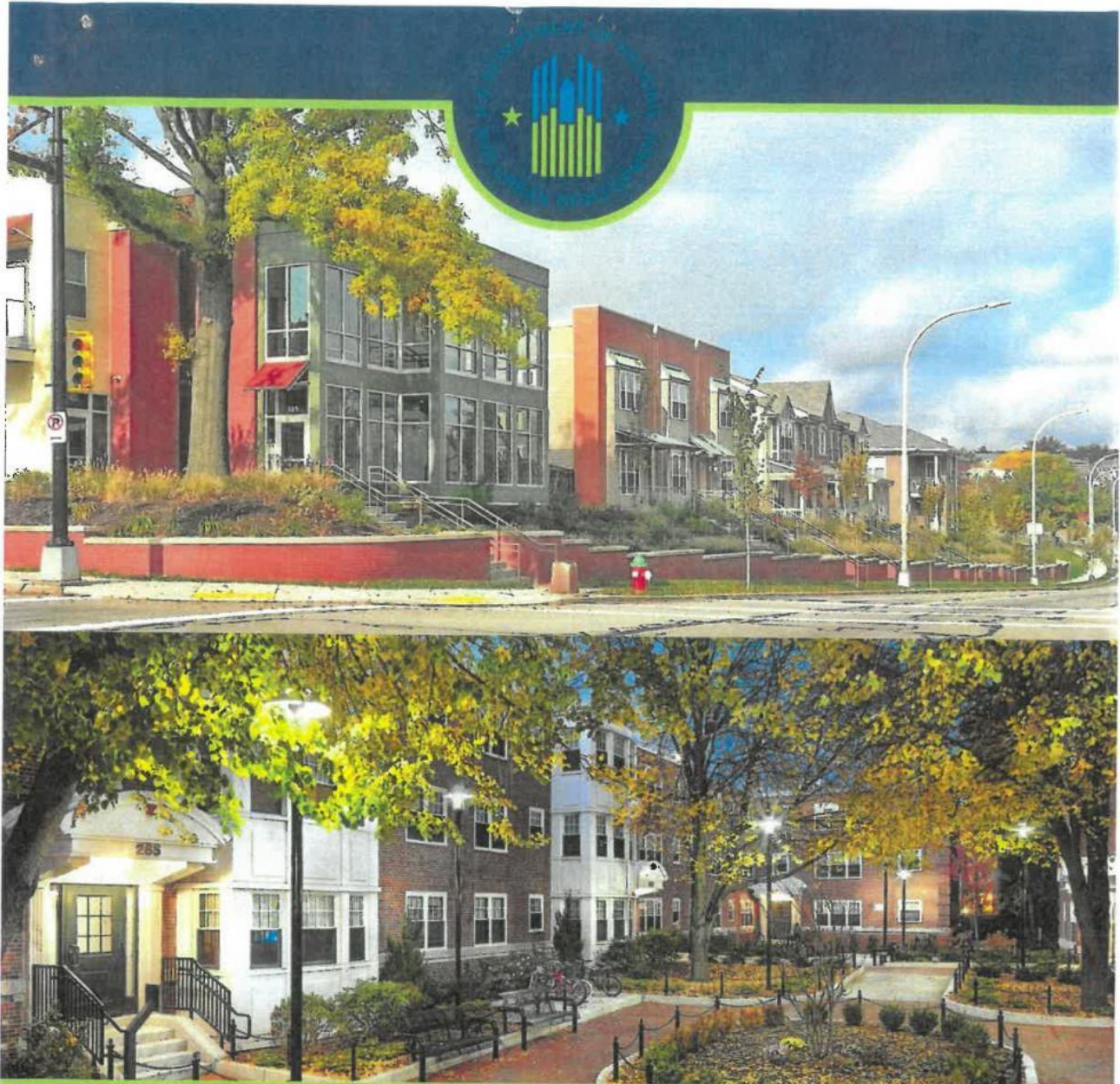
§ 60-741.20 Covered employment activities.

The prohibition against discrimination in this part applies to the following employment activities:

(a) Recruitment, advertising, and job application procedures;

(b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;





## DAVIS-BACON AND LABOR STANDARDS AGENCY/CONTRACTOR GUIDE

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## AGENCY/CONTRACTOR GUIDE



### INTRODUCTION

This Guide has been developed as part of HUD's communications strategy with its approximately 5,000 client agencies, and contractors performing work on construction projects that are assisted by the U.S. Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. While the guidance contained in this Guide is generally applicable to any Davis-Bacon-covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

This Guide has been designed to help agencies develop organizational and administrative policies that will enable them to meet labor standards contractual responsibilities in the administration of HUD-assisted programs as efficiently as possible. It is also useful as a training tool and a ready reference for compliance staff. Further, it may be used by contractors to provide further background. While this Guide is intended to address numerous situations, it was not written to cover every possible labor standards issue. If there is a labor standards issue not addressed in this Guide, please contact your local HUD Labor Standards Specialist (LSS). Throughout this Guide, the acronym "LCA" or "LCAs" shall mean state, tribal, and local agencies.

This Guide also provides information to assist with Davis-Bacon labor standards compliance. HUD's Office of Davis-Bacon and Labor Standards worked with the U.S. Department of Labor's Wage and Hour Division to ensure that the labor standards provisions required to be incorporated in Davis-Bacon contracts and the specifics of complying with them represent the latest information. The U.S. Department of Labor (DOL) has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

This Guide contains five main chapters. The first chapter includes basic DBA definitions that affect every Davis-Bacon-covered project. The second chapter lists the responsibilities of state, tribal, and local contracting agencies that administer HUD programs. The third chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The fourth chapter describes LCA flexibility for labor standards responsibilities. The fifth and final chapter discusses payroll compliance reviews and corrections.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. If you need assistance in determining whether Davis-Bacon wage rates apply to a project or if you need other related technical assistance, please contact the HUD Labor Standards Field staff for your area. If you do not know which staff to contact, a list of Labor Standards field offices with their geographic areas, telephone numbers and email addresses are located on HUD's Home Page at the address below.

### RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:  
[www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards](http://www.hud.gov/program_offices/davis_bacon_and_labor_standards)

## AGENCY/CONTRACTOR GUIDE



### KEY LABOR STANDARDS OBJECTIVES OF THE GUIDE

The Office of Davis-Bacon and Labor Standards has identified five Key Labor Standards Objectives—the basics of what must be accomplished in order to protect workers' rights. We also identified all the policies, procedures, and paperwork at our disposal—what we do ourselves and what we impose on contractors. HUD eliminated superfluous requirements and will not institute policies, procedures, or paperwork that is not required by statute or regulation, or that does not contribute to one or more of the Key Objectives.

#### Apply Davis-Bacon requirements properly

Make certain that labor standards, including Davis-Bacon prevailing wage rates, are applied where required. Ensure that any exemptions or exceptions are identified.

#### Through education and advice, support contractor compliance with labor standards

Provide basic training and technical support to contractors to ensure that they understand their obligations under prevailing wage and reporting requirements.

#### Monitor contractor performance

Perform reviews of certified payroll submissions and other information to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers.

#### Investigate probable violations and complaints of underpayment

Thoroughly explore any evidence of violations, especially allegations of underpayment.

#### Pursue debarment and other available sanctions against repeat labor standards violators

Carry out a zero tolerance policy toward contractors who violate prevailing wage laws.

#### RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



## AGENCY/CONTRACTOR GUIDE



### BASIC DBA DEFINITIONS

There are several compliance principles, definitions, and interpretations that affect every Davis-Bacon-covered project.

#### Responsibilities of employers

All employers (contractors, subcontractors, and any lower-tier subcontractors) are required to pay all laborers and mechanics employed or working on the site of the work unconditionally and not less often than once per week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage decision. Employers must prepare, certify, and submit weekly payroll reports reflecting all the laborers and mechanics (employees) engaged in construction on the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance.

#### Responsibilities of the principal (prime) contractor

The principal contractor (also referred to as the "prime contractor") is responsible for the full compliance of all employers (itself, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

#### Prime contractor

The principal contractor.

#### Subcontractor

All subcontractors and lower-tier subcontractors.

#### Employer

Any contractor, subcontractor, or lower-tier subcontractor that has engaged the services of laborers or mechanics on the project.

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

#### Laborers and mechanics

Those individuals whose duties are manual or physical in nature, including workers who are performing the work of a trade (e.g., electrician). "Laborers" and "mechanics" include apprentices, trainees, helpers, and, for contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), watchmen and guards.

#### Working foremen

Foremen or supervisors that perform construction work and devote more than 20% of their time as a laborer or mechanic are treated, for labor standards purposes, as "laborers" or "mechanics" for their time spent working as a laborer or mechanic.

#### Exclusions

Persons whose duties are primarily administrative, managerial, or clerical are not laborers or mechanics.

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Employee

Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such person.

Working subcontractors

Persons who perform the work of laborers or mechanics and who represent themselves to be owners of businesses, sole proprietors, or self-employed are not exempt from prevailing wage requirements. These laborers and mechanics are "employed" and are entitled to the prevailing wage for the type of work they perform, and must be reported on the payroll report for their craft, hours of work, and wages paid. For additional information, see LR-96-01, Labor Standards for Self-Employed Laborers and Mechanics.





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Administrative allowances

HUD permits administrative allowances concerning payroll reporting and certification requirements relating to the following:

- Owners of Businesses Working with Their Crew
- Owner/Operators of Power Equipment
- Owner/Operators of Trucks

Apprentice

A person employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA). (Note that an SAA must also partner with a State Apprenticeship Council (SAC). The SAC must consist of an equal number of representatives of employer and employee organizations.)

Probationary apprentice

A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such program may be considered an "apprentice" provided that DOL or SAC has certified that such person is eligible for probationary employment as an apprentice.

Pre-apprentice

A person who is employed as a "pre-apprentice"—that is, in a preparatory position which may result in registration in an apprenticeship program—is not considered to be an "apprentice."

Trainee

A person registered and receiving on-the-job training in a construction occupation pursuant to a training program approved in advance by the Office of Apprenticeship Training.

Prevailing wages or wage rates

Davis-Bacon prevailing wage rates generally appear as a basic hourly rate plus fringe benefits, if any. "Prevailing wage" is made up of two interchangeable components: the basic hourly wage, and fringe benefits. The total of the basic hourly wage and fringe benefits comprises the "prevailing wage" obligation. This obligation may be met by any combination of cash wages and creditable "bona fide" fringe benefits provided by the employer. For example:

The Davis-Bacon wage decision requires:

Basic Hourly Rate	\$10.00
Fringe Benefits	\$1.00
Total Prevailing Wage	\$11.00

Employers may comply by paying:

1. \$11.00 in cash wages;
2. \$10.00 plus \$1.00 in bona fide fringe benefits; or
3. Any combination of wages and benefits that totals \$11.00 per hour.



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### Piece rate/piece work employees

Employees whose earnings are calculated by the amount of work produced (rather than hours worked) must receive no less than the applicable DBRA/MWD (Davis-Bacon and Related Acts/Maintenance Wage Determination) wage rate based upon the hours of work performed. The employer must divide the piece rate earnings by the actual hours worked to determine the "effective" hourly rate. The effective hourly rate must be calculated for each week's earnings and must be no less than the applicable prevailing wage rate. It does not matter whether the effective hourly rate changes from week to week as long as the result is at least as much as the prevailing wage rate. If the effective hourly rate is less than the applicable prevailing wage rate, the employee must be compensated at the prevailing wage rate for all hours worked.

### Fringe benefits

Fringe benefits may include:

- Sick, vacation, or holiday pay;
- Costs to defray expenses of apprenticeship or similar programs;
- Medical or hospital care;
- Supplemental unemployment benefits;
- Life insurance;
- Pensions on retirement or death;
- Compensation for injuries or illness resulting from occupational activity;
- Other bona fide fringe benefits; or
- Insurance to provide any of the above.

#### MORE INFO

In addition, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program.

#### MORE INFO

Fringe benefits do not include employer contributions or payments required by other federal, state, or local law, such as FICA (Federal Insurance Contributions Act), workers' compensation, or unemployment compensation.





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### Overtime

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time (S/T) rate of any required fringe benefits.

### Deductions

The employer may make payroll deductions as permitted by DOL regulations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick back" any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement contributions, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

### Site of work

The "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. "Site of work" includes other adjacent or nearby properties used by the contractor/subcontractor in the construction of the project (e.g., fabrication sites) provided they are dedicated exclusively

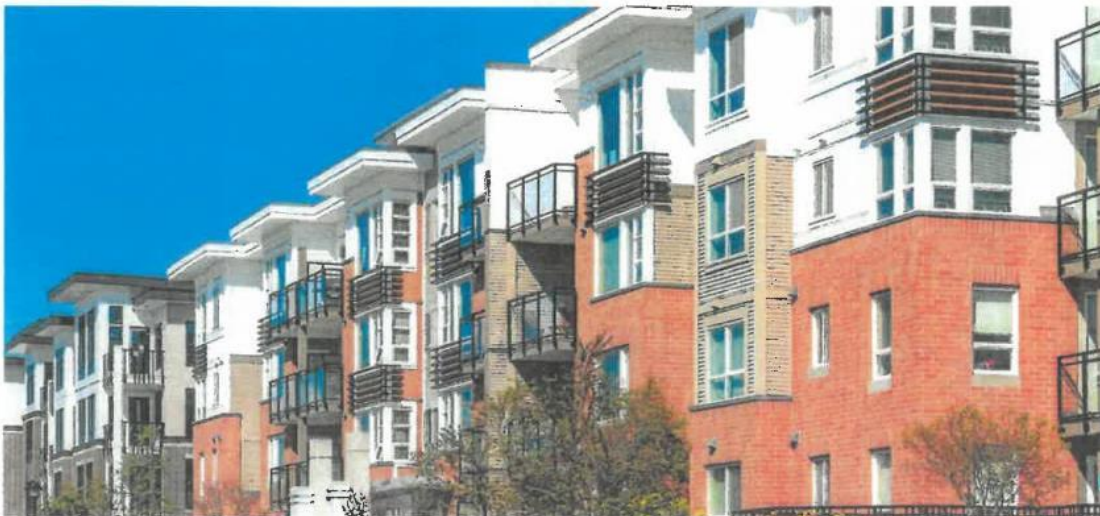
or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

### Proper designation of trade

Each laborer and mechanic shall be classified in accordance with the work classifications listed on the wage decision and the actual type of work they perform and shall be paid the appropriate wage rate and fringe benefits for the classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for carpenters even if they aren't considered by the employer to be fully trained as a carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

### Split classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.



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### LCA RESPONSIBILITIES

State, tribal, and local contracting agencies (LCAs) that administer HUD programs agree to administer and enforce Davis-Bacon requirements as a condition for receiving HUD program assistance. LCAs have the following responsibilities:

1. Designate appropriate staff (e.g., a Contract Administrator) before the start of construction to ensure compliance with all applicable labor standards requirements and to act for and in liaison with HUD. Provide the name(s) of the staff to the appropriate HUD Field Office of Davis-Bacon and Labor Standards.
2. Establish a construction contract management system that meets the standards of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Ensure that all bid documents, contracts, and subcontracts contain the applicable Davis-Bacon wage decision and Federal labor standards provisions.
4. Ensure that no contract is awarded to a contractor that is ineligible (e.g., debarred) for Federally-assisted work.
5. Conduct on-site inspections including interviews with laborers and mechanics employed on the construction project. Ensure that the applicable Davis-Bacon wage decision, DOL's Davis-Bacon poster (Form WH-1321), and additional classifications are displayed at the job site.
6. Review certified payroll reports (CPRs) and related documentation. Identify any discrepancies and/or violations. Ensure that any needed corrections are made promptly, including the payment of wage restitution as needed, and the assessment and collection of liquidated damages, as appropriate.
7. Maintain full documentation of Federal labor standards administration and enforcement activities.
8. Refer potential criminal or complex enforcement actions to HUD, in addition to CWHSSA liquidated damages assessments for O/T violations and debarment recommendations.
9. Comply with all HUD requirements concerning statutory, program, and/or other requirements.
10. Prepare Federal labor standards enforcement reports as required in DOL regulations (29 CFR Part 5, § 5.7).



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### LAWS AND REGULATIONS

#### The Davis-Bacon Act (DBA)

The DBA, enacted in 1931, applies to contracts in excess of \$2,000 for construction, alteration, and/or repair of public buildings or public works, including painting and decorating, to which the United States or the District of Columbia is a party. This type of applicability is referred to as direct Davis-Bacon Act or DBA coverage. An example of DBA coverage is when HUD contracts directly for repairs to HUD-owned properties. HUD's Office of the Chief Procurement Officer manages these types of contracts. The DBA requires that the advertised specifications for such contracts contain a provision stating that the minimum wages to be paid to various classes of laborers and mechanics must be based upon the wages found to be prevailing by the Secretary of Labor.

Most HUD construction work is not covered by the DBA since HUD does not usually contract directly for construction work. Rather, Davis-Bacon wage rates apply to HUD programs because of prevailing wage requirements expressed in HUD "Related Acts" such as the U. S. Housing Act of 1937 and the Housing and Community Development Act of 1974, as amended. The Related Acts (referred to throughout this Guide as the Davis-Bacon and Related Acts or DBRA) are discussed further in Section 5.9.

The DBA includes provisions that:

1. Require the contractor or subcontractor to pay all mechanics and laborers at least once per week;
2. Prohibit contractors or subcontractors from taking deductions or rebates from wages earned by laborers and mechanics;
3. Require the contractor or subcontractor to pay Davis-Bacon wages to all laborers and mechanics employed on the site of the work regardless of their skill level, and regardless of any contractual relationship alleged to exist between the laborers and mechanics and the contractor or subcontractor;

4. Require the contractor or subcontractor to post the scale of wages to be paid (i.e., the applicable Davis-Bacon wage decision) in a prominent and accessible place at the work site;
5. Define prevailing wages to include fringe benefits;
6. Permit the withholding of payments due to the contractor on account of wage restitution that may be found due to the laborers and mechanics;
7. Permit the payment of wage restitution from amounts withheld from contract payments;
8. Permit the termination of the contract where it is found that any laborer or mechanic is underpaid; and
9. Permit the debarment of persons or firms found to have disregarded their obligations to employees and subcontractors.

#### The Contract Work Hours and Safety Standards Act (CWHSSA)

The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

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CWHSSA O/T provisions do not apply to laborers and mechanics employed directly by PHAs or IHAs. However, O/T provisions generally apply to these workers under the Fair Labor Standards Act (FLSA). HUD does not have authority to enforce FLSA violations. Refer complaints of FLSA violations to DOL, Wage and Hour Division.

CWHSSA provides that all O/T hours (defined as hours worked in excess of 40 during any workweek on the CWHSSA-covered project site) must be compensated at a rate not less than one and one-half times the regular basic rate of pay. Where CWHSSA O/T provisions are applicable, compensatory time in lieu of premium pay for O/T hours is not permissible. In the event of O/T violations, the CWHSSA renders the contractor liable to the underpaid workers for wage restitution and to the United States Government for liquidated damages computed per person per day at a rate that DOL publishes annually. It is a federal criminal misdemeanor to intentionally violate CWHSSA standards.

Exemptions:

- CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.
- CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

RESOURCE

DOL posts current fines at:

<https://www.dol.gov/whd/querc/contractor/cwhssa-fine.html>



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### The Copeland Act (Anti-Kickback Act)

The Copeland Act concerns three facets of prevailing wage compliance:

1. The "anti-kickback" provision prohibits contractors and subcontractors from inducing an employee working on a covered contract to give up any part of the compensation to which he or she is entitled. Violations are a criminal offense and are punishable by a \$5,000 fine or imprisonment up to five years, or both.
2. Associated DOL regulations restrict payroll deductions to those that are permissible without DOL approval as explained at 29 CFR § 3.5; deductions that require advance DOL approval are explained at 29 CFR § 3.6.
3. The Act requires the submission of weekly CPRs accompanied by a Statement of Compliance by all contractors and subcontractors engaged in such construction, prosecution, completion, or repair. The willful falsification of a CPR or statement of compliance may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 3729 of Title 31 of the United States Code (USC), and may also be a cause for debarment.

#### Exemptions:

- Copeland Act CPR requirements are applicable only where Davis-Bacon (DBA or DBRA) prevailing wage provisions are applicable.
- Copeland Act anti-kickback provisions do not apply where the only federal assistance is a loan guarantee.





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### The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

### Portal-to-Portal Act (PA)

The PA applies to the DBA and prevents the commencement of any court suit for unpaid S/T wages more than two years after performance of the work (three years in the case of willful violations), where permissible under the law. However, DOL's position is that the PA does not apply to administrative actions initiated through Administrative Law Judge (ALJ) hearing procedures; thus, the PA does not preclude corrective administrative action after two (or three) years.

The PA does not apply to federally-assisted (DBRA) projects. Instead, the various State statutes of limitations apply to such projects in private actions where they are judicially determined to be permissible under the law. The Federal six-year statute of limitations applies in government enforcement actions.

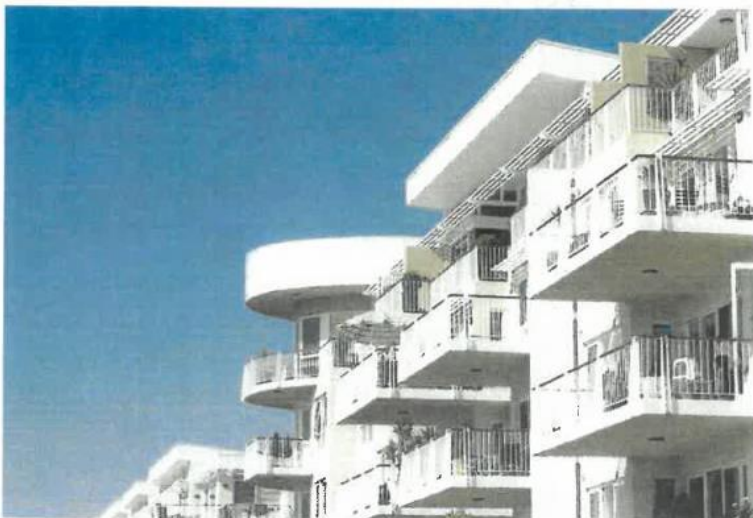
### McNamara-O'Hara Service Contract Act (SCA)

The SCA governs maintenance and other service work and applies

when the Federal Government or the District of Columbia contracts directly for such services and the value of the contract exceeds \$2,500. SCA coverage in HUD programs is limited because HUD infrequently enters into direct contracts for services in the administration of its programs. By way of example, however, a contract for maintenance service at an HUD-owned multifamily property would be covered by the SCA. Like DBA contracts, SCA contracts are managed under the auspices of HUD's Office of the Chief Procurement Officer. SCA enforcement authority resides solely with DOL.

### Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws. DOL Regulations are available online: [www.ecfr.gov/current/title-29](http://www.ecfr.gov/current/title-29)



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### Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

#### The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and with the O/T provisions of the CWHSSA (applicable

only when the prime contract is valued at over \$100,000).

The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).

#### RESOURCE

A fillable version of this form is available online at HUDClips [www.hud.gov/program\\_offices/administration/hudclips/forms](http://www.hud.gov/program_offices/administration/hudclips/forms). Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.





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### Specific Davis-Bacon Related Act (statute) for the program involved

Related Acts are program statutes that contain provisions requiring compliance with the wages that the Secretary of Labor finds to be prevailing pursuant to the Davis-Bacon Act. These are commonly referred to as the Davis-Bacon and Related Acts or DBRA.

HUD Related Acts include (but are not limited to) the:

- National Housing Act;
- U. S. Housing Act of 1937;
- Housing and Community Development Act of 1974;
- National Affordable Housing Act of 1990; and
- Native American Housing Assistance and Self-determination Act of 1996, each as amended.

Many of the labor provisions in HUD Related Acts contain applicability thresholds based upon the number of dwelling units involved. Some thresholds are based upon the amount of HUD assistance or the use of HUD funds or assistance. In addition, most HUD Related Acts contain exemptions from prevailing wage coverage for bona-fide volunteers. It is important for DBLS and LCA staff to be familiar with the statutory provisions and how these are interpreted.

The labor provisions found in current HUD Related Acts are excerpted for reference in Appendix II-1 to this Guide. Applicability factors relating to specific HUD Related Acts are in Appendix II-6.

### Labor Standards Letters

This special directives series is designed to provide current and thorough guidance on Davis-Bacon issues in HUD programs. Popular topics include Davis-Bacon applicability, and prevailing wage requirements concerning self-employed laborers and mechanics. Labor Standards Letters are available online at the Davis-Bacon and Labor Standards Library: [www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/olr\\_lrl](http://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olr_lrl)

### HUD Guides

These Guides complement the guidance and instructions provided in HUD Handbook 1344.1, Federal Labor Standards Compliance in HUD Programs. These Guides are also available at the Davis-Bacon and Labor Standards Library.

### Davis-Bacon Wage Decisions

The term "wage decision" includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term "wage decision" is used within this Guide to mean the Davis-Bacon wage decision. The terms "wage decision" and "wage determination" are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county





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or group of counties, and four general characters of construction work.

Davis-Bacon Wage Decisions

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RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at [www.wdr.gov](http://www.wdr.gov)

Character of work

There are four basic categories (or characters) of wage decisions based on the type of construction. DOL established these categories and provides details of each one in All Agency Memoranda Nos. 130 and 131. DOL provides further guidance in All Agency Memorandum 236, Prevailing Wage Resource Book, and Field Operations Handbook, Chapter 15. The four categories include:

- 1. **Residential:** Residential construction includes the construction, alteration, or repair of single-family houses or apartment buildings of no more than four stories in height. This typically includes all incidental items unless there is an established area practice to the contrary.

Incidental items are elements of a project whose function is to support the principal purpose and do not change the overall character of work. Examples of incidental items include sidewalks and handrails installed to support residential or building projects. While sidewalks intrinsically constitute "highway" construction, this element considered in conjunction with a residential or building project becomes incidental to the principal purpose of the construction and is subject to the same wage decision that applies to the principal purpose.



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### Character of work (continued)

2. **Building:** Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. This category includes buildings exceeding four stories in height that have housing units and buildings of four stories or less that do not have housing units. This category also includes incidental items such as grading, sidewalks, and utilities. Building examples include high-rise apartment buildings, nursing homes and convalescent facilities, community centers, fire stations, commercial buildings, parking garages, and dormitories.
3. **Highway:** Highway construction includes the construction, alteration, or repair of roads, streets, highways, alleys, parking areas, and other similar projects not incidental to the main category of construction, which is either residential or building for housing development projects.
4. **Heavy:** Heavy construction includes those projects that are not properly classified as "residential," "building," or "highway." Some examples include antenna towers, canals, landscaping, drainage and irrigation projects, permanent erosion control, storm sewers, and storage tanks.

### General wage decisions

Most Davis-Bacon wage decisions are general wage decisions. DOL usually publishes these annually and may modify or supersede them throughout the year. LCAs and HUD Labor Standard Specialists (LSS) may use general wage decisions without advance notice or approval from DOL. Most Davis-Bacon wage decisions are available as published

general wage decisions.

General wage decisions and project wage decisions may be modified from time to time to keep them current, correct errors, and for other purposes. Modifications may be limited to one or more particular work classifications and wage rates. Modifications are effective to a project if HUD or an LCA receives them, or if notice of the modification is published at [www.sam.gov](http://www.sam.gov) prior to the lock-in date. Modifications to a project wage decision expire on the same date as the original project wage decision. A modification to a general wage determination remains in effect until it is superseded by a subsequent modification, or the original general wage decision is superseded or cancelled.

### Project wage decisions

If an appropriate wage decision (by location, character of work, or specific trade required) is not published in the general wage decisions, a project wage decision shall be requested from DOL. Project wage decisions are applicable only to the construction work specified on the request to DOL and listed on the front page of the wage decision. Project wage decisions are valid for 180 days from the date of original issuance by DOL. The issuance and expiration dates will be indicated on the front page of the wage decision. Like general wage decisions, project wage decisions may be modified.

A project wage decision may be applicable even though a general wage determination is published which covers the geographic location and character of work involved. For example: A project involves only roof replacement on a 4-story apartment building and the only classification needed for the entire contract is a roofer.





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### Project wage decisions (continued)

A general wage decision is published for residential construction in the county in which the project is located; however, the general wage decision does not include a roofer classification and wage rate. In this case, the general wage decision is not relevant to the roof replacement and a project wage decision may be requested from DOL.

#### RESOURCE

General wage decisions and modifications are available at [www.sam.gov](http://www.sam.gov)

This is the only online location endorsed by DOL. Project wage decisions must be requested on a case by case basis from DOL.

### Project wage decisions, as needed

The LCA or LSS shall submit a completed SF-308, Request for Wage Determination And Response to Request, to the DOL National Office, allowing 30 days for receipt of the project wage decision from DOL.

### Selecting the correct wage decision

The responsible contracting officer (also referred to as the contract administrator) selects and assigns wage decisions to specific contracts or projects. For HUD-administered projects (e.g., FHA-insured multifamily development), the responsible contracting officer is the LSS. In addition, the LSS provides technical support and oversight to LCAs

administering HUD programs in selecting and assigning appropriate wage decisions. Determining wage decisions is dependent upon the geographic location and the character of work (Residential, Building, Highway, and/or Heavy) assigned to the project.

A request for additional classification and wage rates may be made only after contract award. The request must originate with the contractor/ employer and must be submitted by the LCA to DOL.

#### MORE INFO

##### Conformances (additional classifications)

At times, the wage decision will not contain some of the work classification and wage rates that are needed for the construction work. In these cases, send a form SF-1443 to DOL at

[whd-cbaconformance.incoming@dol.gov](mailto:whd-cbaconformance.incoming@dol.gov)



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Conformances (additional classifications)

Conformances (additional classifications)

At times, the wage decision will not contain some of the work classification and wage rates that are needed for the construction work.

RESOURCE

In these cases, send a form SF 1444 to DOL at [whd-abstractconformance.incoming@dol.gov](mailto:whd-abstractconformance.incoming@dol.gov).

A request for additional classification and wage rates may be made only after contract award. The request must originate with the contractor/ employer and must be submitted by the LCA to DOL.

Verify contractor eligibility

Once the LCA has selected the contractor to whom they wish to award the contract, the LCA must verify that the contractor is not ineligible (e.g., debarred) from participation in Federal programs. Only the eligibility of the prime contractor needs to be verified. The U.S. General Services Administration (GSA) maintains a list of ineligible contractors, which can be accessed online at [www.sam.gov](http://www.sam.gov).

An additional classification and wage rate will be approved by DOL where:

1. The requested work classification is used in the area of the project by the construction industry;
2. The work that will be performed is not performed by a work classification already contained in the wage decision;
3. The proposed wage rate bears a reasonable relationship to the wage rates on the wage decision; and
4. The workers that will be employed in the requested work classification (if known) or the workers' representatives (if any) agree with the proposed wage rate.

Provide contractor training

The LCA must make certain that the contractor understands its responsibilities for Davis-Bacon compliance: The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. LCAs may also wish to provide formal training separate from the contracting process for contractors that are interested in performing work on HUD-assisted contracts and want to learn more about what is involved.





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### CONTRACTOR RESPONSIBILITIES

See Section 4 in the Contractor Addendum.

### CONTRACT ADMINISTRATOR RESPONSIBILITIES

See Section 5 in the Contractor Addendum.

### LCA FLEXIBILITY FOR LABOR STANDARDS RESPONSIBILITIES

While some aspects of labor standards administration are inflexible, such as which wage decision is applicable to a specific project, the following aspects are not. For these, HUD leaves the preference of how to achieve end results with the LCA.

#### LCAs may hold preconstruction conferences for labor standards purposes.

HUD acknowledges that there are many good reasons to hold a preconstruction conference (PCC), and these conferences are strongly encouraged in order to have the opportunity to discuss topics such as construction inspections, progress and contractor payment requirements, Section 3 employment and training, and other issues particular to the project. However, HUD has determined that the time and resources used to conduct and document PCCs for labor standards purposes do not yield measurably better results.

Many contractors have prior Davis-Bacon contract experience and have demonstrated successful performance. These contractors do not require the repetitive basic training that is provided at most PCCs. Contractors new to Davis-Bacon projects that understand the basic requirements and choose not to comply will likely not be persuaded to fully comply just because they attended a PCC.

#### LCAs may prepare Project Wage Rate Sheets

Some general wage decisions cover large areas (e.g., several counties or different characters of construction) and may contain wage rates that do not apply to the contract/project to which the wage decision applies. Such wage decisions can be difficult to decipher and confusing to contractors and subcontractors, and to the workers reviewing the wage decision to determine whether they are being paid correctly. For ease of reference for the LSS/LCA, the prime contractor and any subcontractors, and the workers, the LSS/LCA may prepare a form HUD-4720, Project Wage Rate Sheet, which should reflect the most commonly used work classifications and wage rates as contained in the wage decision applicable to the project. The Project Wage Rate Sheet should be prepared only after the wage decision has been "locked-in" by contract award or start of construction, as applicable. The Project Wage Rate Sheet does not replace the wage decision; it is only provided as a convenience. If there is a conflict between the Project Wage Rate Sheet and the wage decision, the wage decision prevails.

LCAs can prepare a Project Wage Rate Sheet for contracts using the onscreen fillable versions in either the HUD Forms or DBLS websites. HUD DBLS staff is available to provide assistance to LCAs in preparing Project Wage Rate Sheets. HUD strongly recommends incorporation of the full wage decision text into bid solicitations and contracts, either in hard copy or by specific reference.



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### LCAs may develop their own labor standards file system

HUD believes that LCAs can best determine how to maintain their files provided that certain minimum requirements are met. The minimum requirements include compliance with DOL regulations that certified payrolls and basic records relating to the payrolls be preserved for no less than three years after completion of the project and the resolution of any enforcement actions that may carry over after completion. In addition, the files must be maintained in such a way that the LCA can utilize them to demonstrate its own compliance with its labor standards administration and enforcement responsibilities. For example, the LCA must, at HUD's request, demonstrate how it has documented that the eligibility of the prime contractor was verified for each contract.

### LCAs may target on-site interviews with laborers and mechanics

HUD is interested in using on-site interviews as a proactive enforcement tool rather than to meet a "representative sampling" quota. Instead of conducting interviews randomly for the sake of assembling a sample, LCAs are encouraged to target interviews to projects or groups of workers where violations are suspected or alleged. In this way, on-site interviews can be used to support a specific ongoing enforcement action. HUD realizes that this approach may mean that fewer on-site interviews may be conducted randomly; HUD considers targeting a far more efficient and effective means of utilizing on-site interview resources.

### LCAs may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison

The goal: to detect falsification. HUD believes that serious violations involving underpaid workers and significant wage restitution may be overlooked because the contract administrator is overtasked with HUD-mandated payroll review minutiae. HUD recognizes that it is not possible to conduct payroll reviews in 100% of cases; therefore, it is not possible to identify and correct every discrepancy and underpayment. It is also the case that the violations disclosed behind falsified payrolls are much more egregious (both in terms of affected workers and the amount of underpayment) than violations that appear on the face of the payroll records. Accordingly, HUD has prioritized payroll reviews so that the objective is to detect falsification, and so that enforcement activities will yield the greatest impact. HUD has developed guidance on how to detect falsification through spot-checks and HUD-11 interview comparison. (See Willful Violations and Falsification Applicability in Appendix III-1.)



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### LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison (continued)

Routine payroll review results may be communicated to the prime contractor by telephone and documented with a record in the file. Many times, the types of deficiencies that come to the attention of the contract administrator can be handled more efficiently and just as effectively with good informal communication (e.g., a telephone call, email, etc.) with the employer/prime contractor rather than with formal letters. Examples of the types of issues that could easily be addressed informally—assuming the cooperation of both sides—include a missing payroll report or missing apprenticeship certificates, requests for employee authorizations for deductions, small underpayments that appear on the face of the payroll, and similar matters. With the prime contractor's cooperation, these matters can be disposed of quickly with a telephone call and a brief note to the contract file documenting the call. If the employer/prime contractor does not respond appropriately to this type of communication, it may be necessary to resort to more formal means.

### RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

[www.hud.gov/program\\_offices/administration/hudclips/forms](http://www.hud.gov/program_offices/administration/hudclips/forms)





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### FEDERAL LABOR STANDARDS COMPLIANCE CHECKLIST FOR DAVIS-BACON COVERED PROJECTS

#### RESOURCE

See LCA DBRA Checklist online at the link below:

[https://www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/DBRA/summary](https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/DBRA/summary)

### REVIEWING PAYROLLS

See Section 7 in the Contractor Addendum.

### REPORTING PAYROLLS

See Section 8 in the Contractor Addendum.

### PAYROLL COMPLIANCE REVIEWS AND CORRECTIONS

#### Compliance reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. DOL may also independently conduct its own reviews (see 10.2.2 in the Contractor Addendum). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. Contractors will be notified by

the contract administrator if these reviews find any discrepancies or errors, and will be given instructions about what steps must be taken to correct any problems.

#### On-site interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative (or HUD or DOL representative). The interviews are confidential and the employees will be asked about the number of hours they work, the kind of work they perform, and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the ongoing work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator. Completed HUD-11s must be compared to the corresponding contractor and subcontractor certified payrolls to test and verify the accuracy of the payroll information.

#### RESOURCE

HUD 11 forms are available online in English and in Spanish in a fillable format via the HUD Forms website ([www.hud.gov/program\\_offices/administrative/hudapps/forms](http://www.hud.gov/program_offices/administrative/hudapps/forms)) and at the DBLS website ([www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/forms](http://www.hud.gov/program_offices/davis_bacon_and_labor_standards/forms)).

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Project payroll reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification, and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed, that employees are paid no less than the wage rate for the work classification shown, that apprentice and trainee certifications are submitted (where needed), that employee or other authorizations for other deductions are submitted (where needed), etc. Contract administrators should be particularly alert for indications of payroll falsification—misinformation on payrolls to conceal underpayments. Falsification on payrolls indicates that a contractor or subcontractor is aware of its obligations, is knowingly underpaying its employees, and is attempting to avoid detection of the violations. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Typical payroll errors and required corrections

Contract administrators must ensure the full correction of all discrepancies disclosed during compliance monitoring conducted by the LCA, HUD, or DOL. This includes the collection of documentation to demonstrate that corrective measures have been successfully completed. They must:

1. **Examine and resolve probable violations and complaints of underpayment.** Contract administrators must explore probable violations—particularly those involving falsification of payrolls and complaints alleging underpayments. In addition to the HUD-11, Record of Employee Interview, HUD has developed a questionnaire form (HUD-4730) and a complaint intake form (HUD-4731) for HUD and LCA use. The forms are available in onscreen fillable formats at the HUD forms website and via the DBLS website;
2. **Refer complex issues and/or falsification cases to HUD or DOL.** Some issues may be more complex than LCAs are able to address. HUD encourages LCAs to consult with the LSS for their area to secure appropriate guidance and support. HUD has decided, in consultation with DOL, that it will refer to DOL cases involving falsification of payrolls or related documents for DOL investigation. HUD strongly suggests that LCAs employ this strategy for cases involving falsification;
3. **Take steps to ensure the full resolution of any monetary liability that has or may be imposed for labor standards reasons.** Contract administrators must take prompt action to ensure that funds will be available to satisfy any labor standards liability that may be imposed. Actions include the withholding of contract payments due to the contractor and requiring funding for an escrow account to guarantee the satisfaction of any restitution and/or liquidated damages assessment that may be pending at contract closeout;





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**Typical payroll errors and required corrections  
(continued)**

4. **Recommend debarment against repeat violators.** HUD has implemented a zero tolerance policy against contractors who are repeat violators of Davis-Bacon labor standards. The first time an employer is found in violation, the employer is required to pay full restitution to all affected workers and to pay any CWHSSA liquidated damages (for O/T violations) that may be assessed. In addition, the employer must provide written assurance of future compliance. If the employer promptly completes these corrective actions, HUD will not object if the LCA does not recommend debarment against the employer unless there are extenuating circumstances that warrant debarment. If the employer is found in violation again, the LCA must require full correction of any underpayments and payment of CWHSSA liquidated damages assessed. A debarment recommendation made by the LCA against the employer is expected; and
5. **Prepare and submit enforcement reports.** In accordance with DOL regulations (29 CFR Part 5, § 5.7), the contract administrator must prepare and submit to HUD an enforcement report in any case where an employer (contractor or subcontractor) has underpaid its employees by \$1,000 or more or where there is reason to believe that the violations are aggravated or willful, and prepare and submit to HUD semi-annual enforcement reports concerning all Davis-Bacon labor standards administration and enforcement activities involving all HUD-assisted programs. Enforcement reports cover wage underpayments by contractors and subcontractors.

Note that enforcement reports concern only wage violations associated with projects or contracts subject to the labor standards provisions of the DBRA.

**Employer-specific enforcement reports**

These enforcement reports are used for three general purposes. First, to report to the Secretary of Labor on Davis-Bacon enforcement actions successfully completed in the field by all federal, state, and local agencies. Second, to refer to the Wage and Hour Administrator investigative findings that are in dispute (e.g., where the employer contests findings of underpayment made against it and requests a hearing to appeal the findings). Third, to make recommendations for debarment and other sanctions and for recommendations concerning liquidated damages computed for CWHSSA O/T violations. (See Labor Relations Letter LR-92-02 for additional guidance concerning employer-based enforcement reports.)

6. **Semi-Annual Enforcement Reports.** HUD is required to furnish to DOL semi-annual reports (SARs) concerning the volume of DBRA-covered activities and the compliance and enforcement of DBRA labor standards provisions in HUD programs. The reports are due to DOL by April 30 and October 31 of each calendar year and cover the periods of October 1 through March 31 and April 1 through September 30, respectively. (See DOL regulations at 29 CFR § 5.7(b) and All Agency Memorandum 189.)





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Typical payroll errors and required corrections (continued)

To prepare the SAR, HQLS (Headquarters Office Davis-Bacon and Labor Standards) collects data from the LSIS (Labor Standards Information System) and from each RLSO (Regional Labor Standards Officer), and then submits the report to DOL, which accepts electronic submittals of the semi-annual reports in lieu of paper copies at [SemiAnnualReport@DOL.gov](mailto:SemiAnnualReport@DOL.gov). HUD collects the reports from its client agencies and compiles a comprehensive report to DOL covering all HUD-assisted Davis-Bacon construction activity. The report may be completed onscreen, saved, and attached to an email message for submission purposes.

RESOURCE

A copy of the Semi Annual Report form (HUD 4710) and instructions (HUD4710i) for LCAs and are available at HUDClips ([www.hud.gov/program\\_offices/administrative/hudclips/forms/](http://www.hud.gov/program_offices/administrative/hudclips/forms/)) and at the Davis Bacon and Labor Standards Forms page ([www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/forms/](http://www.hud.gov/program_offices/davis_bacon_and_labor_standards/forms/)).

MORE INFO

States may report directly to DOL, as the state chooses. PHAs, IHAs, and TDHEs should send data for Davis Bacon projects only; data relating to HUD determined maintenance wage rate projects or projects subject to Tribally determined wage rates (for construction or maintenance work) should not be included.



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### Common errors

The following paragraphs describe common payroll errors and the corrective steps that must be taken.

#### Inadequate payroll information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate (e.g., does not contain all the necessary information that would be on the optional form WH-347), the employer will be asked to resubmit the payrolls on an acceptable form.

#### Missing identification numbers

If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

#### Incomplete payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

#### Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision, or the employer may request an ad-

ditional classification and wage rate (see Section 9 in the Contractor Addendum). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees (see Section 10 in the Contractor Addendum for instructions about wage restitution).

#### Wage rates

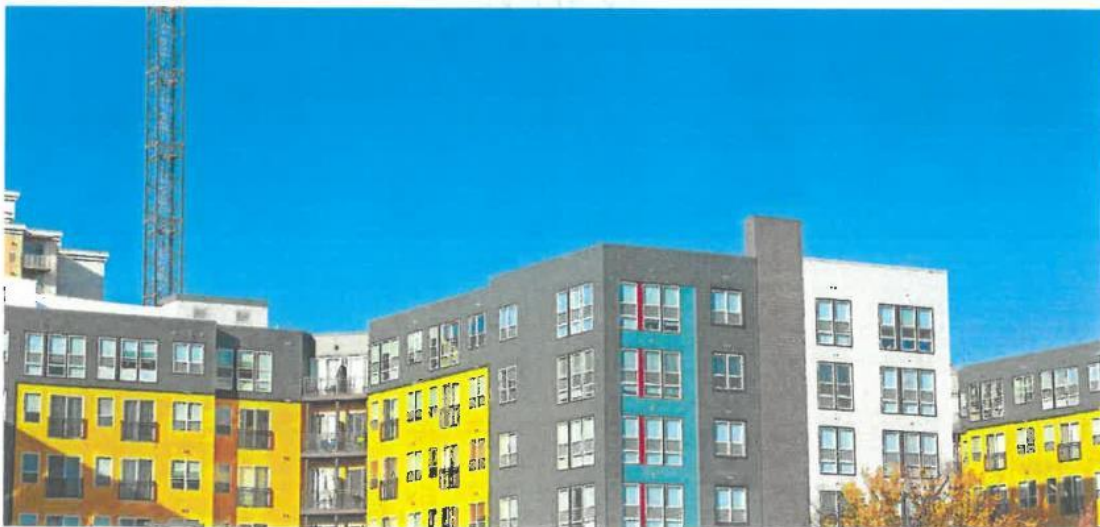
If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

#### Indications of falsification on payrolls

The greatest threat to construction workers entitled to a statutorily-mandated prevailing wage for their craft is from employers who know what is required, choose not to pay the required prevailing wage rates, and falsify CPRs to conceal the underpayments. Such willful violators see the workers' underpayment as their own gain and engage in deception to increase this gain. In addition, willful violators that successfully escape detection and are not required to pay prevailing wages will continue to bid on Davis-Bacon contracts until their violations are disclosed and administrative sanctions such as debarment are imposed.

#### Falsification indicators

HUD has prepared a list and explanation of four common falsification indicators that are detectable during payroll "spot-checks."





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Information reported on payrolls that indicate falsification suggests willful, much more serious violations in terms of the amount of back wages that may be due and the number of employees affected.

Such cases most often warrant investigation, which can include on-site interviews, mailing questionnaires to employees, taking written statements or complaints, and other methods to gather and assess the facts of the case. See Appendix III-1 for an explanation of willful violations and falsification indicators.

### Apprentices and trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

### Overtime

If the employees did not receive at least time and one-half for any O/T hours worked on the project, the following will occur:

1. If the project is subject to CWHSSA O/T requirements, the employer will be asked to pay wage restitution for all O/T hours worked on the project.

The employer may also be liable to the United States for liquidated damages computed at \$26 per day per violation, and indexed to increase annually. Or,

2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA O/T violations.

Also, the contract administrator may refer the matter to DOL for further review.

### Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

### Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization, or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of CPRs that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.



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### Fringe benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid (neither 4(a) nor 4(b) is marked on the Statement of Compliance), the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred.

However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

### Signature

If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principal or other authorized signatory.

### On-site interview comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (e.g., the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction CPR.

### Correction certified payroll

Any and all changes to data on a submitted payroll report must be re-

ported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

### Restitution for underpayment of wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a CPR. If a violation of labor standards requirements results in an underpayment of wages to employees, the LCA should notify the prime contractor to either make wage restitution or direct its subcontractor to do so. Where restitution amounts are in excess of \$10 per worker, the employer must attest to wage restitution paid on a correction certified payroll.

### Notification to the Employer/Prime contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.





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**Notification to the Employer/Prime contractor (continued)**

**MORE INFO**

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work with the prime contractor when the issues are complex, when there are significant underpayments, and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required documentation.

**Computing wage restitution**

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. Alternatively, wage restitution may be computed by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

Total hours worked times (x) adjustment rate (DB rate – rate paid)  
= wage restitution due; or

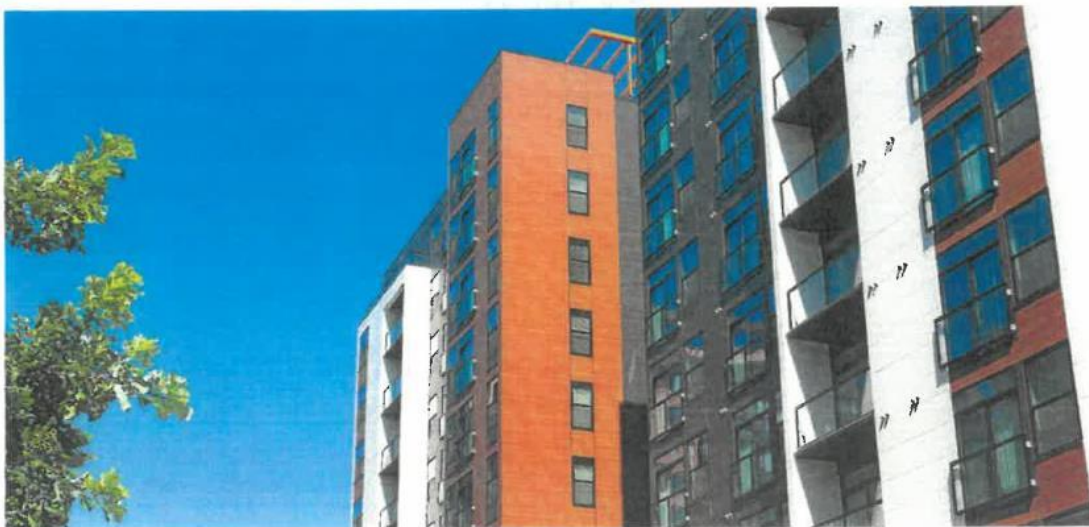
Total wages earned minus (-) total wages paid = wage restitution due.

**Correction certified payrolls**

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period for which restitution is due (e.g., Payrolls #1 through #6, or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification, the total number of work hours involved (daily hours are usually not applicable for wage restitution), the adjustment wage rate (the difference between the required wage rate and the wage rate paid), the gross amount of restitution due, deductions, and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll. HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashier's, canceled, or other) or employee-signed receipts or waivers.

**MORE INFO**

In the course of basic enforcement and corrections, the employer need only submit a correction CPR to evidence wage restitution paid. Other documentation such as copies of checks, copies of cancelled checks, receipts signed by the employees, employee signatures on the correction CPR, etc., is not required.





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### Review of correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

### Withholding payments due to the contractor

If wage violations are not corrected within 30 days after notification to the prime contractor, the LCA may cause the withholding of payments due to the contractor in the amount needed to ensure the full payment of restitution and, if applicable, liquidated damages computed for CWHSSA O/T violations. Only the amounts necessary to meet the potential back wage and CWHSSA liquidated damages liabilities should be withheld.

### Unfound workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers), providing their name, Social Security number, last known address, and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or labor standards escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for three years after the completion of the project. After three years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD. Contact the HUD LSS for your area if you encounter this situation.





ADDITIONAL WORK  
CLASSIFICATION AND  
WAGE RATES

See Section 9 in the Contractor Addendum.

SANCTIONS AND RESTITUTION

See Section 9 in the Contractor Addendum.

APPENDIX

- Appendix I-1 Reorganization Plan No. 14 of 1950
- Appendix I-2 Delegations of Authority
- Appendix I-3 Labor Standards Core Work Activities
- Appendix II-1 HUD Davis-Bacon Related Acts
- Appendix II-2 Davis-Bacon Act Copeland Anti-Kickback Act
- Appendix II-3 Contract Work Hours and Safety Standards Act
- Appendix II-4 Federal Labor Standards Coverage in Major HUD Programs
- Appendix II-5 Factors of Labor Standards Applicability
- Appendix III-1 HUD's Willful Violations and Falsification Applicability
- Appendix III-2 Sample Deposit Schedule
- Appendix III-3 Sample Tax Withholding Notice
- Appendix III-4 Unfound Worker Schedule
- Appendix III-5 Refund of Deposit Memorandum Template
- Appendix IV-1 Acronyms and Symbols

**Bid Forms to Complete & Attachments (cont.)**

**\*ATTACH BID GUARANTY HERE\***

**INSTRUCTIONS:**

Contractor shall **STAPLE** one of the following Allowable Forms of Bid Guaranty to the front of this page and submit with the bid.

1. BOND (BID/PERFORMANCE/PAYMENT" BOND, A.K.A., "ROLLOVER BOND") FOR 100% OF THE AMOUNT BID PER ORC SECTIONS 153.54 AND 153.571
2. CERTIFIED OR CASHIER'S CHECK FOR 10% OF THE AMOUNT BID
3. SURETY BOND FOR 10% OF THE AMOUNT BID

**Proposal, Bid Summary, & Signature**

**PROJECT DESCRIPTION:**

**S. MARION STREET STORMWATER  
IMPROVEMENTS**

Morrow County Board of Commissioners  
STATE OF OHIO

**TOTAL BID AMOUNT:**

- Base Bid \$ \_\_\_\_\_
- Alternate #1 \$ \_\_\_\_\_ (If Applicable)
- Alternate #2 \$ \_\_\_\_\_ (If Applicable)
- Alternate #3 \$ \_\_\_\_\_ (If Applicable)

**ADDENDUMS & CLARIFICATIONS:**

Bidder must acknowledge the contents and receipt of each (if applicable):

Addendum #1: _____	Clarification #1: _____
Addendum #2: _____	Clarification #2: _____
Addendum #3: _____	Clarification #3: _____
Addendum #4: _____	Clarification #4: _____

- NOTE: Bidder is responsible to contact the Engineer to verify receipt of any and all Addendum and Clarification, prior to the Bid Opening.

**CONTRACTOR SCHEDULE: (MUST CONFORM TO SCHEDULE IN BID DOCUMENTS)**

- Earliest Start Date: \_\_\_\_\_
- Project Completion Date: \_\_\_\_\_

**CERTIFICATION AND SIGNATURE:**

The undersigned, having full knowledge of the site, plans, and specifications for the following improvements and the conditions of the Contract Documents, including Addendums and Clarifications, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project. The unit prices specified below for each item as full compensation for the work in these Contract Documents and all penalties, fines or deductions for this project as stated herein.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



**Bid Pricing Forms**

The Bidder must complete the Bid Pricing Forms on the following page(s). Proposed Pricing shall be determined in accordance with ODOT Section 103.01.

S. MARION STREET STORMWATER IMPROVEMENTS - BID FORM								
REF. NO.	ODOT ITEM	ITEM DESCRIPTION	TOTAL QNTY	UNIT	LABOR UNIT PRICE	MATL UNIT PRICE	TOTAL UNIT PRICE	BID ITEM TOTAL
		<b>ROADWAY</b>						
1	202	CURB REMOVED	160	FT				
2	202	CATCH BASIN OR INLET REMOVED	13	EACH				
3	608	4" CONCRETE WALK, AS PER PLAN	75	SF				
		<b>EROSION CONTROL</b>						
101	653	TOPSOIL FURNISHED AND PLACED, AS PER PLAN	80	SY				
102	659	SEEDING AND MULCHING, AS PER PLAN	80	SY				
		<b>DRAINAGE</b>						
201	611	CATCH BASIN, NO.3A, AS PER PLAN	12	EACH				
202	611	CATCH BASIN, NO. 2-2B	1	EACH				
203	SPECIAL	STORM SEWER VIDEO INSPECTION	5600	FT				
		<b>PAVEMENT</b>						
301	253	PAVEMENT REPAIR, AS PER PLAN	49	SY				
302	609	CURB , TYPE 6	160	FT				
		<b>TRAFFIC CONTROL</b>						
701	642	PAVEMENT MARKING, MISC.: REPLACE PAVEMENT MARKING IN KIND	1	LS				
		<b>MAINTENANCE OF TRAFFIC</b>						
751	614	MAINTAINING TRAFFIC, AS PER PLAN	1	LS				
752	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE, AS PER PLAN	40	HOUR			\$ 65.00	\$ 2,600.00

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S. MARION STREET STORMWATER IMPROVEMENTS - BID FORM								
REF. NO.	ODOT ITEM	ITEM DESCRIPTION	TOTAL QNTY	UNIT	LABOR UNIT PRICE	MATL UNIT PRICE	TOTAL UNIT PRICE	BID ITEM TOTAL
		<b>CONTINGENCY ITEMS</b>						
801	253	PAVEMENT REPAIR, MISC.: UTILITY TRENCH REPAIR	30	SY				
802	SPECIAL	LIGHT SEWER CLEANING	4	DAY				
803	SPECIAL	HEAVY SEWER CLEANING	2	DAY				
804	SPECIAL	INTERNAL POINT REPAIR, 8" DIAMETER	10	FT				
805	SPECIAL	INTERNAL POINT REPAIR, 10" DIAMETER	10	FT				
806	SPECIAL	INTERNAL POINT REPAIR, 12" DIAMETER	20	FT				
807	SPECIAL	INTERNAL POINT REPAIR, 15" DIAMETER	30	FT				
808	SPECIAL	INTERNAL POINT REPAIR, 18" DIAMETER	20	FT				
809	SPECIAL	INTERNAL POINT REPAIR, 24" DIAMETER	10	FT				
810	SPECIAL	EXTERNAL POINT REPAIR, 8" DIAMETER	1	EACH				
811	SPECIAL	EXTERNAL POINT REPAIR, 10" DIAMETER	1	EACH				
812	SPECIAL	EXTERNAL POINT REPAIR, 12" DIAMETER	1	EACH				
813	SPECIAL	EXTERNAL POINT REPAIR, 15" DIAMETER	1	EACH				
814	SPECIAL	EXTERNAL POINT REPAIR, 18" DIAMETER	1	EACH				
815	SPECIAL	EXTERNAL POINT REPAIR, 24" DIAMETER	1	EACH				
		<b>MISCELLANEOUS</b>						
852	624	MOBILIZATION	1	LS				
854	SPECIAL	ADJUSTMENT TO UTILITIES	1	LS				
855	SPECIAL	UTILITY REPAIRS	1	LS				
856	SPECIAL	MISCELLANEOUS REMOVAL/RELOCATION	1	LS				
858	SPECIAL	PROJECT BONDING	1	LS				
		<b>ALLOWANCES (FOR USE AS DIRECTED BY THE ENGINEER)</b>						
902	SPECIAL	CONTINGENCY ALLOWANCE FOR UNFORESEEN PROJECT CONDITIONS	20000	EACH			\$ 1.00	\$ 20,000.00
905	SPECIAL	CONCRETE TESTING	400	EACH			\$ 1.00	\$ 400.00
908	SPECIAL	ALLOWANCE FOR ADDITIONAL INSPECTION SERVICES	1	DAY			\$ 1,143.00	\$ 1,143.00
					<b>BASE BID TOTAL =</b>			<b>\$</b>



**Bid Review & Award Process – To Be Completed by Engineer**

The following outline will be followed as part of the process to determine the lowest and best bid, and to allow the Engineer to make a recommendation to the Owner for Award of the Contract.

Bidder Name: \_\_\_\_\_

- |          |   |
|----------|---|
| YES / NO | Prepare Official Bid Tabulation                                       |
| YES / NO | Check State Website for Debarment?<br>(Contractor and Subcontractors) |
| YES / NO | All "Bid Forms" Completed?  |
| YES / NO | All "Bid Forms" Attachments provided?                                 |
| YES / NO | Bid Guaranty Provided?  |
| YES / NO | Subcontractors Provided?  |
| YES / NO | Material Suppliers Provided?  |
| YES / NO | Bid Certification & Signature?  |

Reviewer Signature: \_\_\_\_\_  
(Reviewer acknowledges completion of the items listed above)

- |          |  |
|----------|--|
| YES / NO | Experience Record – Meets Project Standards? |
| YES / NO | Check References?                            |

Reviewer Signature: \_\_\_\_\_  
(Reviewer acknowledges completion of the items listed above)

- |          |                                       |
|----------|---------------------------------------|
| YES / NO | Unbalanced Bidding?                   |
| YES / NO | Evidence of Bidding Abnormalities?    |
| YES / NO | Pre-Award Conference to Review Items? |
| YES / NO | Recommend Award?                      |

Reviewer Signature: \_\_\_\_\_  
(Reviewer acknowledges completion of the items listed above)

**Contract Forms Checklist (for completion by Successful Bidder only)**

The following pages shall be completed by the Successful Bidder, upon acceptance of the proposed bid by the Owner.

Please complete all forms and provide all requested information and attachments.

- Notice of Award
- Agreement
- Notice to Proceed
- Public Improvement Agreement
- Release & Hold Harmless (Prevailing Wages)
- Indemnification Hold Harmless Agreement
- Implementation of Storm Water Pollution Prevention Plan (SWP#3) – If applicable
- Contractor's Safety Policy
- W-9

**Contract Forms to Complete & Attachments**

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
(Legislative Approval)

Project: **S. MARION STREET STORMWATER IMPROVEMENTS**

You are hereby notified that your Bid, which was opened and read publicly on the Bid Opening Date, has been accepted for items in the amount of \$ \_\_\_\_\_.

In accordance with the Contract Documents, you are required to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of this Notice.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you (1) one fully signed copy of the contract documents.

**ACKNOWLEDGEMENT OF AWARD**

CONTRACTOR

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract Forms to Complete & Attachments (cont.)**

**AGREEMENT**

This Agreement entered into by and between the Morrow County Board of Commissioners, a municipal corporation, located in Morrow County, Ohio, hereinafter referred to at times as "Owner"

and \_\_\_\_\_ hereinafter referred to at all times as "Contractor".

**WITNESSETH**

WHEREAS, the Clerk of the Owner, authorized by the Morrow County Board of Commissioners, Ohio, advertised for bids for the **S. Marion Street Stormwater Improvements** in accordance with the plans and specifications for said work, prepared by OHM Advisors, and on file in the office of the Clerk; and

WHEREAS, certain bids were received by the Clerk pursuant to the aforesaid authority of Morrow County Board of Commissioners, Ohio, for the forestated purpose, and the Owner has determined that the bid by \_\_\_\_\_ was the lowest and best bid submitted therefore; and

WHEREAS, it is the mutual desire of the parties to consummate the improvement pursuant to the plans and specifications prepared by OHM Advisors, and on file in the office of the Clerk, the advertisement for bids and/or the proposal, as well as the bid and/or proposal submitted by \_\_\_\_\_ for said improvement, therefore.

In consideration of the premises, the covenants and promises of the parties hereto which are set forth herein, said parties have agreed and do hereby agree as follows:

1. The Contractor agrees to complete the **S. Marion Street Stormwater Improvements** in Morrow County, Ohio in accordance with the plans and specifications prepared OHM Advisors and on file in the office of the Clerk, the advertisement for bids for said improvement as well as the bid and/or proposal of the Contractor submitted for the improvement.
2. The Owner agrees to pay to the Contractor for the said work in accordance with the terms and conditions specified in the bid or proposal of the Contractor submitted to the Owner.
3. It is further mutually agreed that the plans and specifications prepared OHM Advisors, and on file in the office of the Clerk, the advertisement for bids, the bid and/or proposal of the Contractor submitted for the **S. Marion Street Stormwater Improvements** in the Morrow County, Ohio, the instructions to bidders, the affidavit, performance bond, the Contractor's certificate of having Workman's Compensation insurance with the State of Ohio, the Contractor's proof of property damage and liability insurance in a suitable amount are incorporated, and by reference hereto, made a part of this agreement as though fully rewritten herein.



4. It is further mutually agreed by and between the parties hereto that no escrow account for the **S. Marion Street Stormwater Improvements** in the Morrow County Ohio, will be established pursuant to Sections 153.13, 153.14, and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

IN WITNESS WHEREOF, the Morrow County Board of Commissioners, and

\_\_\_\_\_  
(Contractor)  
By \_\_\_\_\_ its \_\_\_\_\_

have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSETH: Morrow County Board of Commissioners

\_\_\_\_\_  
By \_\_\_\_\_  
(Commissioner)

\_\_\_\_\_  
By \_\_\_\_\_  
(Clerk)

WITNESSETH: THE CONTRACTOR

\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_

FISCAL OFFICER'S CERTIFICATE

Date: \_\_\_\_\_

It is hereby certified that the amount (\$ \_\_\_\_\_) required to meet the contract, agreement, obligation, payment of expenditure, for the above has been lawfully appropriated or authorized or directed for such purpose, and is in the County Treasury or in the process of collection to the credit of \_\_\_\_\_ Fund, free from any obligation or certificates now outstanding.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Fiscal Officer)

The foregoing is approved as to legal form.

\_\_\_\_\_  
(County Prosecutor)

**Contract Forms to Complete & Attachments (cont.)**

**NOTICE TO PROCEED**

Project: S. Marion Street Stormwater Improvements

Owner: Morrow County Board of Commissioners

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
(Contract Date)

You are hereby notified to commence work in accordance with the Contract.

All work shall be completed by \_\_\_\_\_, 20\_\_\_\_\_.

OWNER: Morrow County Board of Commissioners

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)



Department of  
Taxation  
tax.ohio.gov

Reset Form

STEC CC  
Rev. 11/14

## Sales and Use Tax Construction Contract Exemption Certificate

### Identification of Contract:

Contractee's (owner's) name \_\_\_\_\_

Exact location of job/project \_\_\_\_\_

Name of job/project as it appears  
on contract documentation \_\_\_\_\_

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/> Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

### Prime Contractor

Name \_\_\_\_\_  
Signed by \_\_\_\_\_  
Title \_\_\_\_\_  
Street address \_\_\_\_\_  
City, state, ZIP code \_\_\_\_\_  
Date \_\_\_\_\_

### Owner/Contractee

Name \_\_\_\_\_  
Signed by \_\_\_\_\_  
Title \_\_\_\_\_  
Street address \_\_\_\_\_  
City, state, ZIP code \_\_\_\_\_  
Date \_\_\_\_\_

### Subcontractor

Name \_\_\_\_\_  
Signed by \_\_\_\_\_  
Title \_\_\_\_\_  
Street address \_\_\_\_\_  
City, state, ZIP code \_\_\_\_\_  
Date \_\_\_\_\_

### Political Subdivision

Name \_\_\_\_\_  
Signed by \_\_\_\_\_  
Title \_\_\_\_\_  
Street address \_\_\_\_\_  
City, state, ZIP code \_\_\_\_\_  
Date \_\_\_\_\_



**Contract Forms to Complete & Attachments (cont.)**

**PUBLIC IMPROVEMENT AGREEMENT**

This agreement is made as of \_\_\_\_\_, between the Morrow County Board of Commissioners, Ohio, (Hereinafter the Public Authority) and \_\_\_\_\_. (Hereinafter the Contractor), under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with public funds comply with Chapter 4115 of the Revised Code; and

WHEREAS, the total project cost of this project exceeds the maximum amount this project is hereby designated as a public improvement project and

WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115, and

WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115 lie.

**It is hereby agreed:**

1. That the Public Authority shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
2. That the contract between the Public Authority and the General Contractor and the contract between the General Contractor and all his subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by this Department of the project.
3. That the General Contractor shall cause to be posted in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 4115.07.
4. That the Public Authority shall give notice to the General Contractor and the General Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
5. That the Public Authority shall appoint a prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the prevailing wage coordinator are incorporated herein:
  - a. Set up and maintain files containing all contractors' and subcontractors' payroll reports.
  - b. Maintain a list of pay dates.
  - c. Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor.
    - i. If the project is to exceed four months, all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
    - ii. If the project is to last less than four months, all reports are to be filed weekly after the initial report.

- d. Monitor compliance with the Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are to be complied with.
  - e. At the completion of the project, the Wage Coordinator is to require an affidavit of compliance from each contractor. An affidavit must be sworn to and notarized.
  - f. The coordinator is to report any non-compliance to the Director of the Department of Industrial Relations in writing.
6. The Public Authority shall notify the General Contractor and the General Contractor shall notify each subcontractor of the identity of the prevailing wage coordinator.
  7. That upon notice by the prevailing wage coordinator or the Department of Industrial Relations to the General Contractor of a failure by a contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (C), the General Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.
  8. That, upon notice to the Public Authority by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor, the Public Authority shall withhold any further payments to the General Contractor on this project.
  9. The General Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
  10. The General Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself and all subcontractors.
  11. That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid himself of any procedure or remedy available to them in O.R.C. Chapter 4115.
  - 12.

Date: \_\_\_\_\_  
\_\_\_\_\_  
(General Contractor)

By: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
(Commissioner)

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
(Commissioner)

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
(Commissioner)

**Contract Forms to Complete & Attachments (cont.)**

**RELEASE AND HOLD HARMLESS**

(Prevailing Wages)

The undersigned, \_\_\_\_\_, and the  
(Bidder's Name)

undersigned subcontractors who shall be performing work on the project hereby jointly and severally agree to defend, indemnify and save harmless the Village of Cardington and Morrow County Board of Commissioners, Ohio, its officers, agents and employees from all fines, charges, penalties, claims, demands, well founded in law, by reason or noncompliance with Prevailing Wage Laws as set forth in Chapter 4115 of the Ohio Revised Code, and a sum sufficient to cover aforesaid charges or claims may be retained by the Owner from moneys due or to become due to the bidder under this contract, until such charges or claims have been discharged or satisfactorily secured.

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Subcontractors:**

Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date

All Subcontractors providing materials/labor to the General Contractor must sign this form prior to their furnishing labor or material on this project and for full payment to General Contractor. Registration in the Owner Building Department is mandatory per Codified Ordinances.







## **Contract Forms to Complete & Attachments (cont.)**

### **Contractor's Safety Policy**

Contractors performing work for the Morrow County Board of Commissioners, hereinafter referred to as the Owner, shall meet the following requirements pertaining to safety and health. This policy applies to all activity of the Contractor, including, but not limited to, pre-work on-site visits, post-work cleanup, lunch breaks, personal time, and other direct and indirect activity directly related to work performed for the Owner/Engineer, provided that this activity is performed on public or private property at the direction of, or under contract to, the Owner/Engineer. Activity unrelated to the Owner's/Engineer's work requirements and not performed on the Owner's/Engineer's job-site or related areas are not covered by this policy.

#### **General Requirements:**

All work performed by the contractor shall meet the specifications for safety and health defined in this document, as well as all federal, state, and local standards for safety and health. These standards are implicit to all bid specifications supplies to contractors to perform work on behalf of the Owner/Engineer, whether specified or not. The Contractor retains all responsibility to bid for work on behalf of the Owner/Engineer based on the inclusion of material, training, or equipment necessary to meet these standards.

The Owner/Engineer reserves the right to determine and define reasonable safety and health practices as it relates to work performed on behalf of the Owner/Engineer. The Owner/Engineer reserves the right to inspect the Contractor's work location, safety procedures, and policies and to require compliance to all federal, state, and local safety and health standards.

Responsibility for the implementation of safety and health practices, including training, equipment purchase, liability, loss, damages, claims, fines, or other expenses of every character are the responsibility of the Contractor.

#### **Drug Testing:**

It is the policy of the Owner/Engineer to protect the employees, visitors, and the general public from significant harm. Therefore, the Owner/Engineer reserved the right to prohibit the use, distribution, possession, or sale of alcohol, drugs, or other controlled substances at the workplace, and to prohibit the presence of an individual with these substances in their body for non-medical reasons.

The Owner/Engineer reserves the right to test any employee of the Contractor, including subcontractors, for the presence of these substances and to remove employees from the property or job site.

The Owner/Engineer reserves the right to inspect all employee's vehicles and personal effects while entering on, or leaving the Owner's property or job site. Employees found in violation of this policy, or who refuse to permit inspection will be removed and barred from the property or job site.

#### **Safety, Health, and Environmental Requirements:**

??Questions?? See Page 7 - "INSTRUCTIONS FOR BIDDING" Section

The Contractor must have a written safety and health program. The contractor must implement and enforce its program. A copy of the program must be submitted to the Owner/Engineer prior to award of contract. As a minimum, the Contractor's safety and health program must address the following:

- New employee's orientation program
- Work site employee orientation program
- Enforcement of safety rules policy
- Employee training
- Substance abuse policy
- Work site safety inspection/control policy
- Housekeeping/clutter control policy
- Emergency response policy covering fire, medical, and chemical spills
- Personal Protective Equipment policy
- Accident investigation, analysis, and control policy
- Hazard communication

The Contractor's safety and health must also address the following if performed on the Owner's premises:

- Confined space entry
- Crane safety
- Electrical safety
- Fall protection
- Hearing conservation
- Lockout/Tagout
- Medical surveillance and exposure monitoring
- Mobile equipment, including rollover protection
- Process safety management of highly hazardous chemicals
- Respiratory protection
- Trenching/excavating
- Guarding floor and wall openings
- Radiation safety
- Compressed gas safety
- Flammable/combustible liquids safety and storage
- Sanitation
- Welding/burning
- Blood borne pathogens
- Concrete/masonry construction
- Steel erection
- Demolition
- Environmental control and permitting

When required, the Contractor must meet the training requirements of the Owner/Engineer and provide suitable evidence that employees are being trained when requested by the Owner/Engineer.

The Contractor's work product must meet all OSHA requirements as interpreted by the Owner/Engineer. The Owner/Engineer reserves the right to inspect all work performed by the Contractor as the work progresses and prior to acceptance. Any deficiencies shall be promptly corrected.

The Owner/Engineer reserves the right to qualify or disqualify any contractor from bidding or acceptance based on safety performance and reserves the right to obtain information to be used in the qualification, including but not limited to, OSHA lost workday rates, experience modification rates, and OSHA recordable injury rates.

Any contractor employee deemed unacceptable to the Owner/Engineer shall be removed from the premises and shall be replaced by a competent qualified employee acceptable to the Owner/Engineer at the Contractor's expense.

**Medical Treatment and Incident Notification:**

The Contractor shall be responsible for contacting emergency authorities in the event that medical, fire, or other assistance is needed. All employees shall be informed as the procedure to be followed. First aid rendered by the Owner's/Engineer's employees or representatives shall be considered gratuitous and is provided at the discretion of the individual providing that assistance.

The Contractor's shall provide a written report to the Owner/Engineer within 24 hours of an incident when a contract employee is injured, is involved in an incident with property damage, or is involved in an incident where serious injury was possible. When an injury occurs, the report must include all information required on OSHA Form 101 – Supplemental Record of Occupational Injuries/Illness.

A verbal notification shall be provided within 30 minutes to the Owner/Engineer whenever a contract employee suffers fatal or suspected fatal injuries or is hospitalized. The Contractor shall make available to the Owner/Engineer a copy of all pertinent reports, findings, or other documents relevant to the accident or injury causing events or near-misses occurring on the Owner's property or while the Contractor is providing services to the Owner/Engineer. This investigation may include site reviews, employee interviews, procurement of physical evidence, drug/alcohol screens, or the collection of other pertinent information.

**Safety Meetings:**

The Contractor shall meet with the Owner/Engineer or the Owner's designated representative prior to the start of the work to discuss the safety and health aspects of the work to be performed.

When required and agreed to by all parties, a weekly safety briefing shall be held with representatives of the Owner/Engineer and the Contractor to discuss relevant safety issues. This meeting may be held in conjunction with other business review meetings. These meetings shall be documented. The coordination of work performed with ongoing operations must receive a high priority from all parties.

The Owner/Engineer shall verify that all atmospheric conditions are safe or that precautions are given to



the Contractor prior to allowing contract employees onto a site. Once the initial determination has been made, the work site will be turned over to the Contractor.

Thereafter, the Contractor is solely responsible for evaluating work atmospheres with accepted health and safety practices.

**Safety Program:**

At the pre-construction meeting, the Contractor shall submit a written safety program for review by the Owner/Engineer. Upon review, any revisions required will be submitted within seven (7) days. At a minimum, this written safety program is to address the following:

1. Compliance with all applicable federal, state, county and local laws, rules, regulations and Owner's specifications.
2. Designation of the Contractor's Safety Representative.
3. Safety training requirements.
4. New employee safety orientation (record keeping required).
5. Weekly toolbox safety meetings (record keeping required).
6. Hazard Communication. (Right to Know Training Program, inclusive of material safety data sheets (MSDS) storage procedures.).
7. Procedure to enforce safety policy, to include disciplinary measures where appropriate.
8. Procedure to enforce safety policy on subcontractors.
9. Housekeeping.
10. Safety inspections of equipment, to include inspection of equipment prior to being allowed on job site (record keeping required).
11. Incorporation of safety into project progress meetings.
12. Use of personal protective equipment,
13. Program for job site medical service, to include emergency phone numbers.
14. Accident record keeping procedures (copies of all recordable accidents will be provided to the Owner within 24 hours of occurrence).
15. Return to work program.
16. Provisions for required OSHA bulletin board notices.
17. Provisions for a safety awareness program.
18. Provisions for excavation/emergency plans.

The Owner/Engineer reserves the right to request any documentation to ensure the safety program is being conducted in accordance with the written program and applicable rules and regulations. The Contractor is to submit the documentation within twenty-four (24) hours of the Owner's/Engineer's request.

The Contractor will report the man-hours of all personnel employees on the project as well as all recorded and lost time incidents on a monthly basis in conjunction with the monthly pay estimates.

**Contractor's Safety Representative:**

The Contractor's Safety Representative is to have specialized training and experience in construction safety and is subject to review by the Owner/Engineer or the Owner's designee. The Owner/Engineer has the authority to request removal of the Contractor's Safety Representative if that representative is judged to be improperly or inadequately performing his duties; however, this authority in no way effects the Contractor's sole responsibility for performing his work safety, nor does it impose any obligation upon the Owner/Engineer to ensure that the Contractor performs his work safely.

**Subcontractor Safety Representative:**

Ensure that all major subcontractors have an employee on-site designed as a safety representative. This safety representative is to ensure that the subcontractor and its subcontractors and vendors meet all required safety rules and regulations. Superintendents are not to be designated safety representatives.

**Specific Safety Concerns:**

The following items are of special safety concern to Owner/Engineer and are to be given special attention. Detailed plans to address these special safety concerns will be submitted fourteen (14) days prior to starting work:

- a. Blasting operations;
- b. 100% fall protection for work above six (6) feet;
- c. Excavation trenching cave-in protection;
- d. Utility protection, including underground and overhead lines;
- e. Electrical safety;
- f. Crane safety;
- g. Hazard communication;
- h. Confined space entry;
- i. Lockout/Tagout safety;
- j. Any asbestos, lead element, silica, hazardous waste work; and
- k. Any particularly hazardous operations.

**Liability:**

Compliance with requirements for safety and/or Owner's/Engineer's review of the Contractor's safety program does not relieve nor decrease the liability of the Contractor for safety.

No provision of these Contract Documents acts to make the Owner/Engineer or any other party other than the Contractor solely responsible for safety. "Contractor Indemnity" applies to protect, indemnify, defend, and hold harmless all parties referred to therein from any and all actions, damages, fines, suits, losses, and any other expenses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

**Use of the Owner's Tools and Equipment:**

The use of the Owner's tools and equipment including, but not limited to, trucks, power tools, scaffolds, lighting, personal protective equipment, fall protection, and hand tools is prohibited without the expressed written consent of the Owner.

When written consent is provided allowing the Contractor to use the tools and equipment of the Owner, the Contractor shall indemnify and hold harmless the Owner from any liability of any kind arising out of the possession, maintenance, use, operation, and/or failure of said machinery, equipment, or tools, whether defective or not. The Contractor further provides that all employees using the equipment of the Owner are trained as per current federal, state, local, and the Owner's requirements in the safe operation of that equipment. If the property of the Owner becomes damaged while in the possession of the Contractor, the Contractor shall be liable for damage repair satisfactory to the Owner. The use of the equipment shall stop immediately.

If the Contractor requires the use of an Owner employee to operate a piece of equipment or a tool, a written request shall be made to the Owner. If the Contractor is satisfied as to the ability and qualifications of the provided operator, the contractor shall assume all liabilities concerning the operation of the equipment and the personal safety of the Owner's employee until such time as the service is no longer required.

**Environmental Requirements:**

The Contractor must immediately report any environmental spill or release to the Owner/Engineer and shall immediately follow all federal reporting requirements and state reporting requirements. The Contractor must then immediately initiate steps to contain and clean-up any spill or release and dispose of spill material or residues in accordance with all applicable requirements set forth in federal and state law, including The Clean Air Act of 1990

**OSHA/State of Ohio/EPA Inspections:**

In the event that a government inspector wishes to conduct an investigation into the activities of a Contractor on the premises of the Owner, then the Owner shall contact a representative of the Contractor, either on-site or via telephone to offices designated by the Contractor and shall arrange for the investigator and the company representative to be placed into direct contact. The Owner shall determine if the inspection involves any personal, processes, or equipment of the Owner. If there is no Owner involvement, then the involvement of the Owner's personnel shall be promptly concluded.

If contact with the government is made through the Contractor, the Owner/Engineer shall be immediately notified by a representative of the Contractor. It is the responsibility of the Contractor to provide the Owner with the results of any inspections.

**Competent Person:**

A Competent Person, who meets the requirements of “qualified” or “certified”, is required for scaffold erection and dismantling.

**Energy Producing Sources:**

Energy producing sources include but are not limited to wood/metal working tools and for example air, impact, fluid pressure, and chemicals.

**Highway Safety:**

Appropriate warning signs, barricades, cones, lights, or other equipment shall be provided to ensure the safety of personnel working on the highway. All operations shall be conducted in accordance with State of Ohio recommendations, including those provided in “The Manual of Traffic Control For Construction and Maintenance Operations,” Rev. 17.

**ACKNOWLEDGEMENT/AGREEMENT FOR CONTRACTORS**

I have read and understand the Safety and Health requirements of the Morrow County Board of Commissioners and agree to abide by them during the course of our work of this project job site. I understand that abiding by these rules and policies is a condition of the contract and that the Owner/Engineer or the Owner’s designee can halt work on the project and/or remove us from the site for infractions of it. I further understand that, with the complex issues involved in coordinating work on a MULTI-EMPLOYER site, that all safety and health issues must be closely supervised. I will be fully responsible for, not only my work area, but all other areas which I or my subcontractors’ control and have other contractors exposed to hazardous conditions.

PROJECT: **S. Marion Street Stormwater Improvements**

COMPANY \_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Please have this form notarized and sealed before returning to the Morrow County Board Of Commissioners.


SWORN TO BEFORE ME and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 (Notary Public)

My commission expires: \_\_\_\_\_, \_\_\_\_\_



**Contract Forms to Complete & Attachments (cont.)**

 <small>REGIONAL INCOME TAX AGENCY</small>	<a href="http://www.ritaohio.com">www.ritaohio.com</a>	<b>BUSINESS REGISTRATION FORM 48</b>	MUNICIPALITY _____
--	--	--------------------------------------	--------------------

FEDERAL IDENTIFICATION NUMBER _____	SOCIAL SECURITY NUMBER (COMPLETE ONLY IF A SOLE PROPRIETOR) _____
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FILING STATUS: ☐ CORPORATION ☐ ESTATE/TRUST ☐ LLC ☐ NON-PROFIT ☐ PARTNERSHIP ☐ S-CORP. ☐ SOLE PROPRIETOR

RITA LOCATION NAME AND ADDRESS AS USED FOR BUSINESS PURPOSES	
BUSINESS NAME: _____	PHONE: (____) _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____	

IF CORPORATE SUBSIDIARY, GIVE NAME AND ADDRESS OF PARENT COMPANY MAIN OFFICE
BUSINESS NAME: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

IF SOLE PROPRIETORSHIP, GIVE OWNER'S NAME AND HOME ADDRESS
NAME: _____ PHONE: (____) _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

WHAT DATE DID YOU BEGIN OPERATIONS IN A RITA MUNICIPALITY? \_\_\_\_\_

**PLEASE LIST THE COMPANY NAICS CODE OR CHECK THE BOX THAT BEST DESCRIBES THE COMPANY BUSINESS TYPE.**

NAICS \_\_\_\_\_ ☐ TRANSPORTATION ☐ NON MANUFACTURING ☐ MANUFACTURING ☐ WHOLESALE  
☐ RETAIL ☐ FINANCE ☐ SERVICES ☐ PUBLIC ADMINISTRATION ☐ NON CLASSIFICATION

**EMPLOYEE INFORMATION**

DO YOU HAVE ANY EMPLOYEES? (CHECK ONLY ONE) ☐ YES ☐ NO ARE CONTRACTORS UTILIZED? (CHECK ONLY ONE) ☐ YES ☐ NO  
 \*IF YES COMPLETE REVERSE SIDE.

*IF YOU HAVE EMPLOYEES PROCEED WITH EMPLOYEE INFORMATION. IF YOU DO NOT HAVE EMPLOYEES PROCEED TO THE PROFIT/LOSS SECTION.*

NUMBER OF EMPLOYEES AT RITA LOCATION: \_\_\_\_\_ MONTHLY GROSS PAYROLL AT RITA LOCATION: \_\_\_\_\_

WILL YOU BE WITHHOLDING RESIDENCE TAX ONLY? ☐ YES ☐ NO

SEND WITHHOLDING TAX FORMS TO
BUSINESS NAME: _____ PHONE: (____) _____
CARE OF: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

**IF YOU ARE A NON-PROFIT ORGANIZATION STOP HERE AND SIGN AT BOTTOM**

**PROFIT/LOSS INFORMATION**

ENDING DAY OF FISCAL YEAR IF OTHER THAN CALENDAR YEAR \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MONTH DAY YEAR

SEND NET PROFIT TAX RETURN TO
BUSINESS NAME: _____ PHONE: (____) _____
CARE OF: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

THE INFORMATION HEREBY SUBMITTED IS TRUE AND CORRECT.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

**REGIONAL INCOME TAX AGENCY**  
 ATTN: BUSINESS REGISTRATION  
 P.O. BOX 477900 BROADVIEW HEIGHTS, OHIO 44147-7900

CLEVELAND LOCAL: (440) 526-0900 TOLL FREE: (800) 860-RITA (7482)  
 COLUMBUS TOLL FREE: (866) 721-RITA (7482) TDD: (440) 526-5332  
 YOUNGSTOWN TOLL FREE: (866) 750-RITA (7482) FAX: (440) 526-3136

CONTRACTOR INFORMATION

MUNICIPALITY: _____  ADDRESS OF CONSTRUCTION SITE _____ _____ _____	BUILDING PERMIT # _____  TOTAL CONTRACT AMOUNT: \$ _____  <div style="border: 1px solid black; padding: 5px;">           As the contractor, will your company be withholding local income tax from all employees on the job? <input type="checkbox"/> YES <input type="checkbox"/> NO         </div>
---	--

COMPANY/ADDRESS - CITY, STATE AND ZIP	OFFICER/OWNER NAME PHONE NUMBER	SOCIAL SECURITY OR FEDERAL I.D. NUMBER	ESTIMATED START DATE	NUMBER OF EMPLOYEES	ESTIMATED WAGES PER MONTH	TRADE
COZT-R4U-OR BCH						
COZT-R4U-OR BCH						
COZT-R4U-OR BCH						
COZT-R4U-OR BCH						
COZT-R4U-OR BCH						
COZT-R4U-OR BCH						

If necessary attach a separate sheet

The information requested on this form is essential to the establishment of your account and will be held in strict confidence. Please complete and sign this Registration Form and return within 15 days. Prompt completion of this form now can save you the expenditure of additional time and effort in the future. If you have any questions please contact the Business Registration Department at one of the numbers below. Thank you for your cooperation.

SEND RESPONSE TO:

REGIONAL INCOME TAX AGENCY  
ATTN: BUSINESS REGISTRATION  
P.O. BOX 477900  
BROADVIEW HEIGHTS, OH 44147-7900

CLEVELAND LOCAL: (440) 526-0900  
COLUMBUS TOLL FREE: (866) 721-RITA (7482)  
YOUNGSTOWN TOLL FREE: (866) 750-RITA (7482)

TOLL FREE: (800) 860-RITA (7482)  
TDD: (440) 526-5332  
FAX: (440) 526-3136



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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exemption contained in the **saving clause** of a tax treaty to claim an exemption from U.S. tax on **certain types** of income, you must attach a **statement** to Form W-9 that specifies the following five items.

1. The **treaty country**. Generally, this must be the same **treaty** under which you claimed exemption from tax as a nonresident alien.
2. The **treaty article** addressing the income.
3. The **article number** (or **location**) in the tax treaty that contains the saving clause and its exceptions.
4. The **type and amount** of income that qualifies for the exemption from tax.
5. **Sufficient facts** to justify the exemption from tax under the terms of the **treaty article**.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

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**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A tax exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

## S. Marion Street Stormwater Improvements

Form W-9 (Rev. 10-2018)

Page 5

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Form W-9 (Rev. 10-2018)

Page 6

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<b>LABOR STANDARDS INTERVIEW</b>							
CONTRACT NUMBER				EMPLOYEE INFORMATION			
NAME OF PRIME CONTRACTOR				LAST NAME		FIRST NAME	
NAME OF EMPLOYER				STREET ADDRESS		MI	
SUPERVISOR'S NAME				CITY		STATE	ZIP CODE
LAST NAME		FIRST NAME		MI		WORK CLASSIFICATION	
						WAGE RATE	
ACTION						CHECK BELOW	
						YES	NO
Do you work over 8 hours per day?							
Do you work over 40 hours per week?							
Are you paid at least time and a half for overtime hours?							
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?							
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?							
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?				TOOLS YOU USE			
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)							
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)							
THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE							
EMPLOYEE'S SIGNATURE						DATE (YYMMDD)	
INTERVIEWER	SIGNATURE			TYPED OR PRINTED NAME			DATE (YYMMDD)
INTERVIEWER'S COMMENTS							
WORK EMPLOYEE WAS DOING WHEN INTERVIEWED				ACTION (If explanation is needed, use comments section)		YES	NO
				IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?			
				ARE WAGE RATES AND POSTERS DISPLAYED?			
FOR USE BY PAYROLL CHECKER							
IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?							
<input type="checkbox"/> YES <input type="checkbox"/> NO							
COMMENTS							
CHECKER							
LAST NAME		FIRST NAME		MI		JOB TITLE	
SIGNATURE						DATE (YYMMDD)	
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable							
<b>STANDARD FORM 1445</b> (REV. 12-96) Prescribed by GSA - FAR (48 CFR) 53.222(g)							

### **Payments & Procedures**

The following pages provide procedural information that the Contractor may need or find useful.



**Payments & Procedures(cont.)**

**Federal Wage Determination Website**

<https://www.wdol.gov/dba.aspx>

"General Decision Number: OH20230001 04/14/2023

Superseded General Decision Number: OH20220001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023
2	03/03/2023

3 04/14/2023

\* BROH0001-001 06/01/2022

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

\* BROH0001-004 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

\* BROH0003-002 06/01/2022

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

\* BROH0006-005 06/01/2022

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

\* BROH0007-002 06/01/2022

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
* BROH0007-005 06/01/2022		

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55
-----		
BROH0007-010 06/01/2017		

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55
-----		
* BROH0008-001 06/01/2022		

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford),  
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55
-----		
* BROH0009-002 06/01/2022		

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
Refractory.....	\$ 31.45	19.01
-----		
* BROH0010-002 06/01/2022		

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
* BROH0014-002 06/01/2022		

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		

\* BROH0016-002 06/01/2022

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		

\* BROH0018-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		

\* BROH0022-004 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		

\* BROH0032-001 06/01/2022

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		

\* BROH0035-002 06/01/2022

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		

\* BROH0039-002 06/01/2022

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		

\* BROH0040-003 06/01/2022

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.49	23.43
-----		

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above



journeyman rate.  
Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing  
stage and/or scaffold; Ramming and spading of plastics and  
gunniting: \$1.50 per hour above journeyman rate.  
"Hot" work: \$2.50 above journeyman rate.

\* BROH0044-002 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 31.40	18.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

\* BROH0046-002 06/01/2022

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry &  
Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge &  
Richland Townships) COUNTIES & the Islands of Lake Erie north  
of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above  
journeyman rate.  
Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing  
stage and/or scaffold; Ramming and spading of plastics and  
gunniting: \$1.50 per hour above journeyman rate.  
"Hot" work: \$2.50 above journeyman rate.

\* BROH0052-001 06/01/2022

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

\* BROH0052-003 06/01/2022

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock,  
Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
--	-------	---------

Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
* BROH0055-003 06/01/2022		
DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES		
	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
CARP0003-004 05/01/2017		
MAHONING & TRUMBULL		
	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42
-----		
CARP0069-003 05/01/2017		
CARROLL, STARK, TUSCARAWAS & WAYNE		
	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98
-----		
CARP0069-006 05/01/2017		
COSHOCOTON, HOLMES, KNOX & MORROW		
	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29
-----		
CARP0171-002 05/01/2019		
BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE		
	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02
-----		
CARP0200-002 05/01/2021		
ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON COUNTIES		
	Rates	Fringes
CARPENTER.....	\$ 30.28	20.08
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 30.28	20.08
-----		
CARP0248-005 07/01/2008		
LUCAS & WOOD		
	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

-----		
CARP0248-008 07/01/2008		
	Rates	Fringes
CARPENTER		
DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28
-----		
CARP0254-002 05/01/2017		
ASHTABULA, CUYAHOGA, GEAUGA & LAKE		
	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97
-----		
CARP0372-002 05/01/2016		
ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT		
	Rates	Fringes
CARPENTER.....	\$ 24.54	18.21
-----		
CARP0639-003 05/01/2017		
MEDINA, PORTAGE & SUMMIT		
	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99
-----		
CARP0735-002 05/01/2019		
ASHLAND, ERIE, HURON, LORAIN & RICHLAND		
	Rates	Fringes
CARPENTER.....	\$ 26.30	17.91
-----		
CARP1311-001 05/01/2017		
BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN		
	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69
-----		
CARP1393-002 07/01/2008		
CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD		
	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 27.30	16.05
DIVERS - \$250.00 per day		

-----  
CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92

DIVERS - \$250.00 per day

-----  
CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

-----  
CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,  
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

-----  
CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

-----  
CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

-----  
CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

-----  
CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

-----  
CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

-----  
ELEC0008-002 05/23/2022

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 44.79	4.5%+21.61

-----  
ELEC0032-003 12/05/2022

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &  
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,  
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.67	21.48

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ELEC0038-002 04/25/2022

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 40.88	22.75

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;  
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid  
vacation for 2 or more years' service

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ELEC0038-008 04/25/2022

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 29.30	13.29
Installer Technician.....	\$ 28.05	13.25

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;



Labor Day; Thanksgiving Day; & Christmas Day  
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0064-003 11/28/2022

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)  
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.10	18.91

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ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

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ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

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ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman		

DOT/Traffic Signal & Highway Lighting Projects...\$ 25.06	12.26
Municipal Power/Transit Projects.....\$ 31.19	14.11
LINE CONSTRUCTION:	
Linemen/Cable Splicer	
DOT/Traffic Signal & Highway Lighting Projects...\$ 36.13	15.03
Municipal Power/Transit Projects.....\$ 44.56	17.58

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ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

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ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,  
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

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ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

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ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,  
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,  
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union  
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &  
Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

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ELEC0082-002 12/05/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN

(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26
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* ELEC0082-006 11/28/2022		

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89
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ELEC0129-003 02/27/2023		

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30
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ELEC0129-004 02/27/2023		

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,  
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,  
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30
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ELEC0141-003 09/01/2019		

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87
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ELEC0212-003 11/26/2018		

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99
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ELEC0212-005 06/06/2022		

BROWN, CLERMONT, and HAMILTON COUNTIES

Rates	Fringes
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ELECTRICIAN.....\$ 33.29 21.15

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ELEC0245-001 08/29/2022

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,  
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of  
the workday prior to Christmas or New Year's Day

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ELEC0245-003 08/29/2022

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,  
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Heli-arc Welding.....	\$ 40.76	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%
Traffic Signal & Lighting Technician.....	\$ 39.80	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial  
Day; Independence Day; Labor Day; Thanksgiving Day; &  
Christmas Day. Employees who work on a holiday shall be  
paid at a rate of double their applicable classified  
straight-time rates for the work performed on such holiday.

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ELEC0245-004 08/29/2022

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial  
Day; Independence Day; Labor Day; Thanksgiving Day; &  
Christmas Day. Employees who work on a holiday shall be  
paid at a rate of double their applicable classified  
straight-time rates for the work performed on such holiday.

ELEC0246-001 10/31/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	84%+36.47

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

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ELEC0306-005 05/28/2018

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.54	5%+18.06

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ELEC0317-002 05/30/2022

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.85	28.25

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ELEC0540-005 12/27/2021

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.28	22.63

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ELEC0573-003 11/28/2022

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.70	20.94

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ELEC0575-001 11/21/2022

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal,



Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.14
-----		
ELEC0648-001 08/29/2022		

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 33.00	21.44
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ELEC0673-004 01/01/2023		

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 35.15	23.41
-----		
ELEC0683-002 05/30/2022		

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.50	23.15
ELECTRICIAN.....	\$ 36.50	23.15
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ELEC0688-003 05/30/2022		

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83
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ELEC0972-002 06/01/2021		

## S. Marion Street Stormwater Improvements

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.35	27.81
ELECTRICIAN.....	\$ 34.30	27.62
-----		
ELEC1105-001 05/30/2022		

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.25	22.18
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ENGI0018-003 05/01/2019		

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

## OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel

Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Insert/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0018-004 05/01/2019

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

## S. Marion Street Stormwater Improvements

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Insert/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		



GROUP 5 - A & B.....\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 1 - C & D.....\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 2 - C & D.....\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 3 - C & D.....\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 4 - C & D.....\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 5 - C & D.....\$ 25.03	19.66
ALL OTHER WORK	
GROUP 1.....\$ 32.69	19.66
ALL OTHER WORK	
GROUP 2.....\$ 32.42	19.66
ALL OTHER WORK	
GROUP 3.....\$ 28.87	19.66
ALL OTHER WORK	
GROUP 4.....\$ 25.58	19.66
ALL OTHER WORK	
GROUP 5.....\$ 22.75	19.66
GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached	
GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java	

or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

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IRON0017-002 05/01/2022

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 34.33	27.51

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IRON0017-010 05/01/2022

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including		

metal building erection & Reinforcing.....	\$ 34.33	27.51
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IRON0044-001 06/01/2022		

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70
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IRON0044-002 06/01/2022

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.28	22.30
Ornamental; Structural.....	\$ 31.87	22.30
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\* IRON0055-003 07/01/2022

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 24.60	22.87
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 31.25	26.90

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IRON0147-002 06/01/2022

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.20	28.47

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IRON0172-002 06/01/2022

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.27	21.20

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IRON0207-004 06/01/2022

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 32.92	26.26
Ornamental; Reinforcing;		
Structural.....	\$ 31.92	26.26
Ornamental; Reinforcing.....	\$ 28.92	25.61

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IRON0290-002 06/01/2022

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the

western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.59	23.85
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IRON0549-003 12/01/2022		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66
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IRON0550-004 05/01/2022		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 30.97	21.69
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IRON0769-004 06/01/2022		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 33.71	27.69
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IRON0787-003 06/01/2022		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.50	23.75
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LAB00265-008 05/01/2022		

	Rates	Fringes
LABORER ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT,		



TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 34.95	12.10
GROUP 2.....	\$ 35.12	12.10
GROUP 3.....	\$ 35.45	12.10
GROUP 4.....	\$ 35.90	12.10
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 37.56	12.10
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 36.18	12.10
GROUP 2.....	\$ 36.35	12.10
GROUP 3.....	\$ 36.68	12.10
GROUP 4.....	\$ 37.13	12.10
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 34.52	12.10
GROUP 2.....	\$ 34.69	12.10
GROUP 3.....	\$ 35.02	12.10
GROUP 4.....	\$ 35.47	12.10

#### LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID

THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

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PAIN0006-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the  
East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 27.90	16.16
GROUP 2.....	\$ 28.30	16.16
GROUP 3.....	\$ 28.60	16.16
GROUP 4.....	\$ 34.16	16.16
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.40	16.16
GROUP 2.....	\$ 26.80	16.16
GROUP 3.....	\$ 27.10	16.16

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; &  
RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges  
& Open Structural Steel; Tanks - Water Towers; Bridge  
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

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PAIN0007-002 07/01/2021

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,  
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,  
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 28.74	18.77
GROUP 2.....	\$ 28.74	18.77
GROUP 3.....	\$ 28.74	18.77
GROUP 4.....	\$ 28.74	18.77
GROUP 5.....	\$ 28.74	18.77
GROUP 6.....	\$ 28.74	18.77
GROUP 7.....	\$ 28.74	18.77
GROUP 8.....	\$ 28.74	18.77
GROUP 9.....	\$ 28.74	18.77

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

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PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

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PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		

GUARDRAILS-LIGHTPOLES-  
STRIPING

Bridge Equipment Tender and Containment Builder....\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead	
Abatement Projects.....\$ 26.30	10.20
Brush & Roller.....\$ 25.30	10.20
Sandblasting & Hopper	
Tender; Water Blasting.....\$ 26.05	10.20
Spray.....\$ 25.80	10.20

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PAIN0093-001 12/01/2022

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and  
WASHINGTON COUNTIES

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 34.81	22.47
Power Generating Facilities.\$ 31.66	22.47

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PAIN0249-002 06/01/2020

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....\$ 24.17	11.22
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 24.17	11.22
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 24.92	11.22
GROUP 4 - Steeplejack Work..\$ 25.12	11.22
GROUP 5 - Coal Tar.....\$ 25.67	11.22
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 32.88	11.22
GROUP 7 - Tanks, Stacks & Towers.....\$ 27.81	11.22
GROUP 8 - Bridge Blaster, Rigger.....\$ 35.88	11.22

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PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

PAINTER

Bridge Equipment Tenders and Containment Builders....\$ 27.93	7.25
Bridges; Blasters; and Riggers.....\$ 34.60	7.25
Brush and Roller.....\$ 20.93	7.25

Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....\$ 25.82	7.25
Spray.....\$ 21.40	7.25
Structural Steel and Swing Stage.....\$ 25.42	7.25
Tanks; Stacks; and Towers...\$ 28.63	7.25

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PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....\$ 34.44		18.19
Power Generating Facilities.\$ 32.29		18.19

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PAIN0476-001 06/01/2021

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....\$ 25.79		15.81
GROUP 2.....\$ 33.10		15.81
GROUP 3.....\$ 26.00		15.81
GROUP 4.....\$ 27.12		15.81
GROUP 5.....\$ 27.79		15.81
GROUP 6.....\$ 26.69		15.81
GROUP 7.....\$ 27.79		15.81

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above  
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

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PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....\$ 31.95		17.05
GROUP 2.....\$ 33.47		17.05
GROUP 3.....\$ 34.99		17.05
GROUP 4.....\$ 37.97		17.05



PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

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PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day  
b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation  
c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

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PAIN0788-002 06/01/2022

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.08	16.72
Structural Steel.....	\$ 26.68	16.72

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work on material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

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PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

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PAIN0841-001 06/01/2018

MEDINA, PORTAGE (South of and including Ohio Turnpike), and  
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 25.75	14.35
GROUP 2.....	\$ 26.40	14.35
GROUP 3.....	\$ 26.50	14.35
GROUP 4.....	\$ 26.60	14.35
GROUP 5.....	\$ 27.00	14.35
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 27.00	14.35

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from  
Scaffolds, Bridge Work and/or Open Structural Steel,  
Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or  
Galvanized, Bridges, Tunnels & Related Support Items  
(concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,  
Drywall Finisher and Follow-up Man Using Automatic Tools

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PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior &		

Exterior.....\$ 23.50 15.45  
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PAIN1020-002 06/01/2022

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,  
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.20	15.00
Drywall Finishing & Taping..	\$ 24.90	15.00
Lead Abatement.....	\$ 27.95	15.00
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 26.95	15.00
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 25.47	15.00
Wallcoverings.....	\$ 23.80	15.00

All surfaces 40 ft. or over where material is applied to or  
labor performed on, above ground level (exterior), floor  
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

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PAIN1275-002 06/01/2020

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS  
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 34.64	14.40
Brush; Roller.....	\$ 25.16	14.40
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over) & Hazardous Work.....	\$ 25.86	14.40
Spray.....	\$ 25.66	14.40
Stacks; Tanks; & Towers.....	\$ 28.67	14.40
Structural Steel & Swing Stage.....	\$ 25.46	14.40

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PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

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PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

-----  
PLAS0132-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.25	14.69
-----		
PLAS0404-002 05/01/2018		

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11
-----		
PLAS0404-003 05/01/2018		

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
-----		
PLAS0526-022 05/01/2018		

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
-----		
PLAS0526-023 05/01/2018		

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11
-----		
PLAS0886-001 05/01/2018		

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11
-----		
PLAS0886-003 05/01/2018		

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
-----		
PLAS0886-004 05/01/2018		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11
-----		

PLUM0042-002 07/01/2022

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND  
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.42	25.47

PLUM0050-002 07/04/2022

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 44.60	28.51

PLUM0055-003 05/01/2022

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &  
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate  
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 40.00	28.43

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51

PLUM0094-002 05/01/2022

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.83	22.99

PLUM0120-002 05/02/2022

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power  
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of  
#303)

	Rates	Fringes
PIPEFITTER.....	\$ 44.07	28.34

PLUM0162-002 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,  
MONTGOMERY & PREBLE



	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.47	26.80
-----		
PLUM0168-002 06/01/2022		

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)  
& WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.02	34.09
-----		
PLUM0189-002 06/01/2022		

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,  
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94
-----		
PLUM0219-002 06/01/2022		

MEDINA (Rte. #18 from eastern edge of Medina Co., west to  
eastern corporate limits of the city of Medina, & on the county  
road from the west corporate limits of Medina running due west  
to and through community of Risley to the western edge of  
Medina County - All territory south of this line), PORTAGE, and  
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 41.22	26.64
-----		
PLUM0392-002 06/01/2022		

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.71	24.89
-----		
PLUM0396-001 06/01/2022		

COLUMBIANA (Excluding Washington & Yellow Creek Townships &  
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),  
MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.00	27.91
-----		
PLUM0495-002 06/01/2022		

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon  
Townships), COLUMBIANA (Washington & Yellow Creek Townships &  
Liverpool Township, Secs. 35 & 36, West of County Rd. #427),

COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelssville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 31.24	34.34
-----		
PLUM0577-002 06/01/2022		

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.56	25.73
-----		
PLUM0776-002 07/01/2022		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.33	27.68
-----		
TEAM0377-003 05/01/2021		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.74	15.70
GROUP 2.....	\$ 30.16	15.70

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination; Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

-----  
TEAM0436-002 05/01/2021

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.65	16.95
GROUP 2.....	\$ 31.15	16.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\*\*\*\*\*  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"





Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title) \_\_\_\_\_ do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

**Payments & Procedures (cont.)**

**Notice of Commencement of Public Improvement**

Morrow County Board of Commissioners  
80 North Walnut Street, Suite A ▪ Mt. Gilead, Ohio 43338

Notice of hereby given in accordance with Section 1311.252 Ohio Revised Code of the commencement of the Public Improvement identified as:

Project Name S. Marion Street Stormwater Improvements Project No. N/A

Project Location Village of Cardington Date of Contract

**Public Authority**

The Public Authority responsible for the Public Improvement is:

Morrow County Board of Commissioner  
80 North Walnut Street, Suite A  
Mt. Gilead, Ohio 43338

**Designated Representative**

The representative to whom service of an affidavit may be made pursuant to Section 1311.26 Ohio Revised Code is:

Mr. Sean Gillilan, PE, LEED AP  
Cardington Village Engineer  
215 Park Street  
Cardington, Ohio 43315  
[Sean.gillilan@ohm-advisors.com](mailto:Sean.gillilan@ohm-advisors.com)

**Contractor**

Name

Address

City, State, Zip

Phone #

**Surety**

Name

Address

City, State, Zip

Phone #

**Affidavit**

I certify or affirm that to the best of my knowledge, the information provided in this document is true and correct and that I am fully authorized to provide this Notice.

Affiant: Morrow County Board of Commissioner

Name, Title (printed)

Signature

Date

## **Payment Rules & Instructions**

Payment to the Contractor shall be made by the Owner as follows: **once per month based on items installed and materials stored less retainage. Applications for payment shall be made on or about the last Friday of each calendar month.** The Owner's Representative shall certify on the pay request that they have 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.

It is important that the progress schedule be based on achievable goals, and the Contractor make every effort to meet target dates. The Owner may hold the proceeds of a CDBG drawdown for only a short period. If the funds from the drawdowns are not expended during the prescribed period, those funds must be returned and a new drawdown requested. This caused delay in making payments to contractors.

- Pay Request Process
  - Contractor and Engineer shall discuss any discrepancies in quantities and adjust pay request to reflect agreed upon pay items.
  - Engineer will forward approved Pay Request to Contractor to sign, notarize, and provide documentation listed below.
  - Upon receipt of signed approved Pay Request, Engineer will have 10 business days to review documentation, prepare any funding documentation needed, and forward to the owner for payment processing.
  - Owner will have 30 days from receipt of approved pay request per ORC 153.14, to issue payment to Contractor. However possible delays from funding sources are outside of the Owner's control and could possibly delay payments between 60 – 90 days. If longer delays occur, the Owner, Engineer, and Contractor will work cooperatively to find a solution.
  - **All documents listed below must accompany each pay request. Missing documents will void and reset the engineer's review time until proper documentation has been received.**
- All Pay Requests shall be accompanied by the following items:
  - Letter of Transmittal – **Required for Processing** (included in contract documents)
  - Signed & notarized pay request
  - Signed certified payroll reports (Contractor & Subcontractor(s))
  - Testing reports for concrete, compaction materials, etc. (As Required)
  - SWP3 inspection reports (As Required)
  - Contractor's response to SWP3 inspection reports (As Required)
  - Signed & notarized lien waivers **MUST BE** provided for all **subcontractors and material suppliers** for all pay request submittals after pay request one. Lien Waiver form provided in contract documents is required. Alternative lien waiver forms are subject to review by Owner and Engineer, who reserve the right to deny and request waiver from contract documents be provided.

- Retainage
  - 8% Retainage shall be held on all pay requests.
  - Reduction to 4% Retainage shall be considered once the Project has reached the level of “Substantial Completion”, as determined by the Engineer.
  - Final Retainage shall be released upon receipt and approval of:
    - Completion of all Punch List items
    - Items required for “Pay Requests,” as shown above
    - Receipt of 2 Year Maintenance Bond (10% of final contract amount)
- Payment Applications with all supporting documents shall be mailed to:  
***OHM Advisors***  
***ATTN: Melissa Hinds***  
***388 S. Main Street, Suite 301***  
***Akron, OH 44311***
  - Questions about pay request processing can be directed to:  
Melissa Hinds at (330) 913-1055 or [Melissa.hinds@ohm-advisors.com](mailto:Melissa.hinds@ohm-advisors.com).



# LETTER OF TRANSMITTAL

Date: \_\_\_\_\_

TO: Melissa Hinds  
\_\_\_\_\_  
388 S. Main Street, Suite 301  
\_\_\_\_\_  
Akron, OH 44311  
\_\_\_\_\_  
(330) 913-1055  
\_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Name \_\_\_\_\_

Pay App #: \_\_\_\_\_

List Subcontractors \_\_\_\_\_

List Material Suppliers \_\_\_\_\_

COPIES	DESCRIPTION	INCLUDED
1	Letter of Transmittal	<input type="checkbox"/>
1	Signed & notarized pay application	<input type="checkbox"/>
1	Signed certified payroll report	<input type="checkbox"/>
1	Testing reports	<input type="checkbox"/>
1	SWP3 inspection reports	<input type="checkbox"/>
1	Contractor's response to SWP3 inspection reports	<input type="checkbox"/>
1	Signed & notarized lien waivers from subcontractors & material suppliers	<input type="checkbox"/>

**This transmittal and all pertinent information are required for all pay requests and any missing documentation from the list above will be considered an incomplete submittal and delay the processing of request.**

Submitted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Payments & Procedures (cont.)**

LIEN WAIVER

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

OWNER: Morrow County Board of Commissioners

PROJECT: S. Marion Street Stormwater Improvements

**Receipt and Waiver of Mechanic's Lien**

The undersigned hereby acknowledges the sum of \$ \_\_\_\_\_

**Check Only One**

- ☐ as payment for labor, skill, material, and equipment furnished through the following date:  
\_\_\_\_\_ (except the sum of \$ \_\_\_\_\_ retainage or holdback)
- ☐ as full and final payment for all labor, skill, material, and equipment furnished or to be furnished (except the sum of \$ \_\_\_\_\_ retainage or holdback)
- ☐ as full and final payment for all labor, skill, material, and equipment furnished or to be furnished to the following described real property:

\_\_\_\_\_ Entire limits of "Project" area described above \_\_\_\_\_

and for value received hereby waives all rights acquired by the undersigned to assert, file or record mechanic's liens, stop notices or bond rights and hereby releases any such mechanic's lien, stop notice or bond rights against said real property, the owner thereof, or any surety for labor, skill, material, and equipment furnished to said real property (except for retainage, if any, shown above). The undersigned hereby agrees to indemnify, defend, and hold harmless Owner and Engineer for, from and against all costs, claims, loss, or damage which Owner and/or Engineer may sustain as a result of any mechanic's liens, stop notice, bond rights, claims or obligations arising out of the undersigned's furnishing said labor, skill, material, and equipment. This lien waiver is contingent upon contractor's receipt of payment of the above stated amount in bankable funds and shall become effective when such payment clears all banks.

Contractor: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title) (Company Name)

\_\_\_\_\_  
(Notary Public)

## **Specifications**

The following pages outline the required specifications for the project. ODOT specifications are referenced significantly throughout these documents.

The Bidder shall make themselves familiar with all specifications, including modifications and exceptions to the specifications, for this particular project.

**Hierarchy of Contract Documents (in case of conflict)**

**HIERARCHY OF CONTRACT DOCUMENTS**

**CONTRACT DOCUMENTS**

- Contents of these Bid Documents, including Specifications and Details
- Construction Plans, prepared by: OHM Advisors
- ODOT Construction and Materials Specifications, 2019 edition

**HIERARCHY**

If conflicts or ambiguity exists between any of the “Contract Documents” listed above, then the issue shall be resolved in the following Order of Priorities:

- Priority #1: Contents of these Bid Documents, including Specifications and Details
- Priority #2: Construction Plans, prepared by: OHM Advisors
- Priority #3: ODOT Construction and Materials Specifications, 2019 edition

### **Project Detailed Specifications**

#### **Inspection:**

- Seven (7) day notice required prior to initial commencement of work and for any re-commencement of work, following an extended work stoppage.
- Twenty-four (24) hour notice required for work stoppage which is not weather related.
- One (1) hour notice required prior to normal daily start time, for weather related work stoppage.
- Once work starts for the day, it can be stopped at any time, without notice, due to weather conditions, equipment failure, or other issues beyond the contractor's control.
- Notice shall be provided to:
  - Craig Schripsema (989) 600-3955 [craig.schripsema@ohm-advisors.com](mailto:craig.schripsema@ohm-advisors.com)
  - OHM Inspector assigned to project
- Work completed without "NOTICE" as described above and/or without an inspector present, shall be deemed "FAILED" and shall be removed and reconstructed at the direction of the engineer. See ODOT CMS Sections 105.01, 105.09, 105.10, and 105.11.

#### **Construction Schedule and Milestones:**

- All Schedules, Milestones, Extensions, and Liquidated Damages shall be based upon the "NOTICE TO PROCEED" date in the contract.
- Contractor shall submit a detailed work schedule at the pre-construction meeting.
  - At a minimum the pdf printout will include Activity ID, Activity Duration, Original Duration, Remaining Duration, Total Float, Start Date, Finish Date.
  - Assign a planned duration in working days for each activity. Do not exceed a duration of 20 working days for any construction activity unless approved by the Engineer.
  - Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the "Critical Activities".
  - Approval by the Engineer will not relieve the Contractor of any of their responsibilities for the accuracy or feasibility of the schedule.
- Contractor shall maintain and update the schedule as necessary during the project, but no less than at each progress meeting.
- Progress meetings will be held every (2) weeks, unless directed to have monthly meetings by the engineer.



## Submittals & Shop Drawings:

### Submittals

- Early Submittals are required before construction begins including the following:
  - Emergency contact list
  - Safety program for review by the Owner/Engineer
  - MOT plans / modification request (follow OMUTCD) manual
  - Haul routes, yard/storage areas, dump sites, etc.
    - Lay storage area/waste/barrow agreements
  - NOI (Notice of Intent)
  - Pre-Construction Video per specifications

### Shop Drawings

- Shop drawings are to be submitted for review and approval per the ODOT Construction and Materials Specifications 2019 edition. Submissions are required for all items that are permanently incorporated into the work.
- The following are additional requirements per the Engineer:
  - Prior to submission to the Engineer, all submittals shall be carefully reviewed by an authorized representative of the Contractor.
    - Each submittal must include the **Submittal Transmittal Letter** (included in Contract Documents).
    - A single submittal transmittal shall be used for each item, a single submittal covering multiple items will not be acceptable, unless agreed to by the Engineer.
    - If Engineer agrees to multiple item(s) submittal, the Contractor shall compile a table separating each item into sections, the table shall include bid item reference number(s), description of each item, and reference page number(s).
    - Each submittal shall be dated, signed, and certified by the Contractor as being correct and in strict conformance with the Contract Documents.
    - Each sheet shall be so dated, signed, and certified. The Engineer will only review submittals which have been so certified by the Contractor.
    - All non-certified submittals will be returned to the Contractor without action taken, and any delays caused thereby shall be the total responsibility of the Contractor.
  - All shop drawings shall be submitted in electronic pdf format. Printable sheet sizes shall be 8.5" x 11", 11" x 17", or 22" x 34".
    - Where product data from a manufacturer and/or supplier is submitted, clearly mark what is proposed for use. Sufficient level of detail shall be presented for assessment of compliance with the Contract Documents.
    - Any portions of the submittal not pertinent shall be crossed out with a bold line or marked with "DOES NOT APPLY" or identify clearly and without questions the portions of the submittal that are not pertinent.
  - Disorganized submittals which do not meet the requirements above will be returned without review.
  - Each submittal will be reviewed by the Engineer.

## SUBMITTAL/SHOP DRAWING TRANSMITTAL

Date: \_\_\_\_\_

TO: OHM Advisors  
\_\_\_\_\_  
388 S. Main Street, Suite 301  
\_\_\_\_\_  
Akron, OH 44311  
\_\_\_\_\_  
(330) 913-1080  
\_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Submittal Number: \_\_\_\_\_

Bid Item Ref #	DESCRIPTION	Reference Page #'s

**This transmittal and all pertinent information are required for all submittals/shop drawings and any missing documentation from the list above will be considered an incomplete submittal and delay the processing of request.**

Submitted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Ingress and Egress / Private Agreements:**

(Including but not limited to: Access Areas, Lay Down Areas, and Dump Sites):

The Owner will provide the Contractor access to the site as shown by the right-of-way or as directed on site by the Engineer. Any additional ingress and egress required by the contractor shall be obtained in writing by the contractor (via private agreements) at their own expense, with fully executed copies provide to the Owner. Construction equipment shall set-up and excavate for service connections, manholes, cleanouts, driveways, etc. only from the street side. Exceptions will be reviewed on an individual basis. All private agreements, between the Contractor and private property owners, must be in writing with fully executed copies submitted to the Engineering Department prior to the Contractor occupying/using said premises even on a temporary basis. Not providing the Engineering Department with written agreements will result in delay of payment until the proper written agreements have been provided by the Contractor. Final Payment will require written approval from the private property agreement holder stating that the agreement has been honored. The Owner will not make Final Payment until this has been provided.

**Protection of Property and Work:**

The contractor shall at his own expense, support and protect all structures, conduits, wires, trees, utility poles, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, landscaping, bushes, trees, equipment, and fixtures of all kinds and all other public or private property, whether of this contract or another, that may be encountered or endangered, above or below ground, during construction. The Contractor will protect the edges of the existing asphalt pavement and all driveways remaining by placing steel plates, or approved equal, in the construction area. Driveways shall be properly saw cut before construction equipment crosses drive. Construction/grading limits will have temporary fencing installed to prevent construction equipment from entering private property. Concrete driveways damaged by construction vehicles will be replaced at minimum four feet wide/full width sections at contractor's expense. Contractor shall repair and make good any damage caused to such private property in a timely manner acceptable to the Owner.

The Owner reserves the right to repair any damage to public utilities or other facilities caused by the work of the contractor and the cost of such repair shall be borne by the contractor.

The contractor shall provide proper facilities, take all necessary precautions, and assume the entire cost for protecting existing utilities and present work against vandalism, adverse weather conditions, poor/unusual ground conditions and for handling all storm and flood water, sewage, seepage, wind, ice or snow that may be encountered during the performance of the contract.

**Maintenance of Existing Sewer Systems:**

Prior to any connection into an existing sewer manhole or conduit, the contractor shall take such measures as necessary, "as approved by the Engineer", (i.e., temporary rubber plugs, bypass pumping) during the course of the construction of the proposed sewers to maintain flow, to guard against any drainage from entering the existing system and possibly contaminating such system with silt or stone, and to provide construction workers with a sewage free trench. The discharging of untreated sewage on the ground or into a storm sewer is prohibited and will be strictly enforced. All work and materials necessary to guarantee this condition shall be included in various conduit bid items.

**Utilities Notification: (OUPS: 1-800-362-2764)**

At least two days prior to commencing construction operations in an area which may involve underground and/or above ground utility facilities, the contractor shall notify the Engineer, and registered utility protection service and the owners of each utility facility shown in the plan or visible in the field and/or marked in the field.

The Owner will not be held financially responsible for incorrect, or lack of field markings of various utilities by the utility protection service, or the utility owner which can lead to Contractor's down time, repair of a utility and lack of production. The Contractor is ultimately fully responsible that all utility markings are accurately marked and maintained, and shutoff valves unearthed throughout this project regardless of other parties, in all types of weather conditions. Underground utilities that are disturbed/interrupted by excavating with improper equipment or without proper utility markings will be repaired at the Contractor's expense.

**Excess Excavation:**

The contractor shall remove and dispose of all excess excavation as required in accordance with 203.05 of the O.D.O.T. standard specifications and with the following:

The contractor shall wherever possible make written agreements with the property owners adjacent to the construction to dispose of excess excavation thereon, without creating a grading or storm water problem. Contractor must provide map showing proposed fill elevations, fill permits, and executed written agreement before occupying property.

Sites within the project require a grading plan prepared by an Ohio Registered Surveyor, approval from the Engineer and a Storm Water Pollution Prevention Plan approved by the Soil & Water Conservation District, prior to using the site. Material shall not leak or drop on public streets while being transported.

Areas outside of construction right-of-way within the project shall be seeded and mulched in accordance with 659 of the standard specifications at no additional expense to the Owner.

No excess excavation shall be deposited outside of the project without written permission of the Engineer, especially topsoil. Contractor shall provide location of dump site for excess soil.

**Trench Protection:**

The contractor shall take all precautions to prevent any caving or settling of excavation or trench walls which could undermine adjoining pavement, endanger the safety of any person engaged in the work or in any way damage the underground installations of adjacent utilities or property; or diminish the trench width necessary for the proper construction of the underground installation or otherwise injure or delay the work. The type and amount of such protection, such as trench boxes, sheeting, shoring, steel plates installed vertically against the trench wall, or bracing shall be consistent with the depth and width of excavation, existing backfill, the composition of water content of the soil, the proximity of structures or other existing utilities, the vibration from equipment and the spoil placement, and shall be in accordance with the latest OSHA regulations and Owner requests.

In order to reduce ground water seepage and provide a stable trench bottom it may be necessary to dewater prior to excavation of the sewer trench and/or provide temporary sumps. The contractor shall be responsible for any damage to adjacent structures, pavements, or utilities, or loss of private well water resulting from dewatering, loss of ground, heave, trench construction, or any other construction methods. The contractor shall protect all existing sewer and utilities that the proposed installation crosses by compacting the backfill under such existing facility or shall protect the existing facility in a manner as approved by the Engineer or the utility owner. If sheeting is used, it may be necessary to drive the sheeting several feet below the bottom of the pipe. When using movable trench supports or sheeting, care shall be exercised so as not to disturb the pipe location, jointing, or bedding material. If steel pile sheeting is used, it shall be held in place by longitudinal beams and cross braces or struts as required to restrain the top of the sheeting. If timber sheeting and bracing is used, it must be of good virgin quality and of hardwood construction. After the pipe has been installed and the balance of the bedding material has been placed over the pipe, the removal of any trench protection shall be carefully controlled. The contractor shall demonstrate that the removal of the trench protection will not adversely affect the pipe location and bedding. If sheeting cannot be removed without adversely affecting the pipe location, the engineer may order the sheeting cut off at some point, at least one foot above the top of the pipe and left in place at no additional cost. Any damages to existing pavement or underground utilities due to the lack of proper trench protection will be the Contractor's responsibility to make such repairs at his own expense. Inspector will document all such areas.

**Underground Installation:**

The unit price bid for the various underground installation items shall include, but not be limited to, all excavation, material, labor, bedding, virgin stone backfill, compaction, removal and disposal of existing conduit/structures within the trench line, removal and disposal of concrete encasement/collars, connection to existing storm conduit/sanitary conduit, water conduit, pertinent outlet, or structure, bulkheads, equipment, above/below ground utility protection and support, maintenance of roadways and temporary stone drives until final pavement/driveway replacement, supporting and protecting underground utility lines, pumping of sewage and/or dewatering area, coring into existing structures to receive new conduit, patching walls of existing structures with red sewer brick and non-shrink mortar,



installing concrete collars, saddles, water tight connections, PVC wyes & tees, steel mission band couplings, insert a tee on Hancor/ADS pipe, saw cutting of existing conduit, install & removal all necessary trench protection and all other incidental items necessary to install such conduit/structure.

The contractor is to totally familiarize himself with the ground conditions that now or may exist during the construction so as not to adversely affect the integrity of any utility installation or structure on the construction site or adjacent properties. All sanitary sewer and storm sewer construction shall conform to ODOT Item 611.

Any unsuitable material or not approved by the engineer for backfill or used as embankment shall be excess material and shall be disposed of by the contractor off site at his expense.

**Backfill & Compaction Requirements:**

Where the proposed improvements cross existing or lay within proposed pavements, drives, walks, or berm areas including to a point 5 feet beyond such crossings, or where the construction methods used by the contractor result in the trench opening at the surface being less than 45° Zone of Influence (See Detail), the entire trench backfill shall be premium virgin granular material compacted in layers not to exceed a compacted lift thickness of 15 inches with mechanical/vibrating tampers attached to a backhoe/tracker, meeting 98 percent of maximum laboratory dry unit weight and with two (2) percent +/- of optimum moisture as determined by the standard proctor test. When compaction equipment such as a jumping jack or plate tamper is used, the compacted lift thickness must not exceed 8 inches. Elsewhere, clean earth free of organic material, construction/foreign debris, stones larger than 2" diameter shall be used and properly compacted meeting all ODOT moisture requirements. ODOT does not consider "puddling" an approved method of compaction and is not to be considered by the Contractor when preparing their bid for this project.

Premium granular backfill shall be virgin crushed limestone meeting ODOT Item 304. Crushed slag, granulated slag, slacker aggregate, and recycled materials are not permitted. Substitute materials shall be reviewed by the Engineer to determine benefit and cost comparison. The Contractor is to submit recent (within 1 month of the NTP Date) gradation and proctor for proposed virgin crushed limestone. The Engineer may request additional source information if field test results deviate from the approved source, including but not limited to additional proctors or gradations. The Engineer shall determine credits for an approved substitute. The cost of compacted premium backfill and the required compaction tests performed in accordance with ASTM D2922 or D6938 (nuclear methods), at various locations shall be included in the unit price bid for the various conduits/water lines/utilities.

Material testing minimum frequency and locations for field density and moisture content:

1. Trenches under structures or roadways: Every 100 lf. per lift.
2. Trenches in areas without structures or roadways: Every 100 lf. per alternate lift.
3. Paved Roadways: Every 200 lf. per lift.
4. Paved Areas: 3,500 sq. ft. per lift.
5. Under Structure: 1,000 sq. ft. per lift.
6. Around Structures: 1,500 sq. ft. per lift.
7. Embankment Fill: 10,000 sq. ft. per lift.

Backfilling and filling operation shall be suspended in areas where tests are being made until tests are completed and the testing laboratory has advised the Owner that adequate densities are obtained. In case the test of the fill or backfill show non-compliance with the required density, the Contractor shall accomplish such remedy as may be required to ensure compliance. Subsequent testing to show compliance shall be done at no additional costs to the Owner.

Compaction over conduits/water lines/utilities must be performed as stated herein to receive payment for the conduit/pipe.

**Water Work, General:**

The Contractor shall protect & support all existing water mains, service connection and shut offs encountered. In the event Contractor damages or otherwise is required to remove or relocate existing water services in order to complete the project work, such water work shall be in accordance with the standard construction and material specifications of the Local Authority, Division of Water, except as noted. All costs for repair and relocation, and expenses connected with the inspection of the water service connections by the Local Authority, Division of Water and all permits and fees associated with such work shall be the responsibility of the Contractor and included in the Contract unit price bid for the pertinent item requiring water work. The Owner will not be held financially responsible for “down time” or lost production due to Local Authority, Division of Water operating procedures or Inspection scheduling.

**Delivery Slips:**

It shall be the obligation of the contractor to submit to the Inspector for the Owner, at the completion of each day's work, delivery slips covering that day's operations and at the completion of the work provided for herein to submit a certified detailed list of all quantities supplied, and deliver to the Engineer, a copy of such certification. Verification of materials used for a specific Bid Item by the Inspector is required for payment. If this procedure is not adhered to the Owner is not required to pay for materials, delivery costs and labor costs.

### **Concrete Testing:**

At least two (2) concrete cylinders will be made in the morning and at least two (2) concrete cylinders made in the afternoon during each day concrete is poured. If the amount of concrete poured in either the morning or the afternoon exceeds 30 cubic yards, an additional two cylinders shall be made. The two (2) cylinders will be taken as follows: Two (2) cylinders from the first truck and an additional two (2) cylinders for every 30 CY of concrete poured thereafter. Slump and entrained air content must be maintained and tested according to ODOT Item 499 with a maximum 4" slump. A minimum of two (2) test beams will be taken in the morning and one in the afternoon on all pavement concrete poured. For MS concrete, if the contractor wishes to put traffic on concrete sooner than 48 hours from the final concrete placement, then a beam shall be made from the last truck used in the pour and test results provided. All test samples shall be taken from a truck that has been partially discharged after the Contractor has achieved desired placement consistency. No test samples shall be accepted if the Contractor takes the samples from the truck and then adds water to the truck before placing the concrete. No test samples will be accepted if the Contractor takes more than the desired number of samples for advanced sample stockpiling. The Owner will with-hold 50% of concrete pay items until written results of testing, as specified herein, have been received by the Engineering Department.

In each group of two cylinders, one will be broken at 7 days and one at 28 days after they are made. The cylinders must be taken and tested by an approved testing laboratory in accordance with ASTM methods. The contractor shall be responsible for making all the arrangements for the preparation, testing, and delivery of the cylinders to the testing laboratory at the proper time. Concrete technician must be on site at least thirty minutes before concrete is ordered. No concrete will be allowed to be poured after one (1) hour has expired beyond the time stated on the batch ticket furnished by the supplier and the start of discharge.

All costs for these tests shall be paid for by the contractor and be included in the cost bid for concrete items in this Proposal. Concrete which does not meet the minimum specifications or concrete not tested as specified herein will not be paid for by the Owner. Concrete test reports must be forwarded to the Engineering Department within 21 days for all concrete poured on this project according to quantities specified herein.

All costs for this testing shall be paid for by the Contractor and be included in the cost for concrete bid items in this Proposal. All test reports must be submitted to the Engineer within 21 days after installation. The Owner will withhold 50% of concrete items until written test results have been submitted to Engineering Department.

### **Concrete Washout:**

The cleaning and washing out of concrete trucks after they have discharged their load must be contained in a specified area where the residue can be collected, contained, and removed off site by the Contractor at his expense. Discharge of waste material from the washing out of concrete delivery trucks

into the Owner's storm sewer system is prohibited, either directly into a catch basin or indirectly by allowing run-off to flow into a catch basin. All violations will result in notification to the Ohio EPA. Cleanup will begin immediately by the Contractor who will pay all expenses incurred by Owner personnel and equipment responding to this event. These monies will be deducted from the Contractor's monthly invoice.

**Final Clean Up:**

Prior to final payment, the Contractor shall make a final clean-up of the project to the satisfaction of the Owner, at no additional cost. All excess waste left as a result of the work connected with this contract shall be cleaned up and removed by the contractor and the project area, including access streets, restored to their original condition as soon as possible.

**Contract "Change Orders" and "Modifications":**

A "change order" shall be specifically defined as a change to the Current Contract Price and will require authorization from the Owner. This change in contract price can be an increase or a decrease in the Current Contract Price.

For example, at the end of the project, any remaining balance on the contract that is unused, shall be zeroed out of the contract by way of a change order, decreasing the Current Contract Price and the new total will represent the Final Contract Price. During construction, any change in the scope of work, unforeseen conditions, etc. that requires an increase in the Current Contract Price will also require a change order and the new total will represent the "new" Current Contract Price.

Change orders are not required for increases or decreases in the quantities of individual bid items or for the use of a portion of any of the "allowance" bid items, provided the changes do not cause the total project cost to exceed the Current Contract Price. These changes will be dealt with as a "modifications" and shall be documented appropriately in the pay schedule and by the inspector in the field.

**Two-Year Maintenance Bond:**

In addition to the standard performance bond enclosed, a two-year maintenance bond, in the amount of 10% of this contract, shall be required of the successful bidder. The two-year term of this guarantee shall begin on the date of final acceptance of this improvement and shall guarantee that this improvement will remain in good condition for and during the entire period of guarantee. If at any time before or during said period of guarantee any defects or omissions become apparent in the work or if it becomes apparent that any of the work is not in accordance with the requirements, or that outstanding Punch List items are not corrected within thirty calendar days after Owner acceptance of project, or if any work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the work which is being done or has been done by the Contractor, the Owner will send written notification, stating all unresolved issues, to the contractor's bonding company and the contractor. The Bonding Company shall request the release of this bond in writing before the expiration date. Should the contractor not begin making a diligent effort in correcting all

defects after seven calendar days have expired, the Owner will begin making said corrections: all at the expense of the Contractor/Bonding Company.

**Dispute Resolution:**

The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

Step 1 – The Engineer and the Contractor shall have 14 days to resolve the dispute after submittal of claim, review of all pertinent information and contract provisions. If the dispute is not resolved, proceed to Step 2.

Step 2 – The Engineer, Contractor and the owner shall have 14 days to resolve the dispute after submittal of claim. If the dispute is not resolved, proceed to Step 3.

Step 3 – Attempt to resolve the dispute utilizing Engineer, Contractor and Owner's Attorney shall have 14 days to resolve the dispute after submittal of claim. If the dispute is not resolved following Step 3, the Contractor shall give notice to the owner of his intent to submit the dispute to a court of competent jurisdiction.



**EXPLANATION OF "MAINTENANCE OF TRAFFIC" BID PRICING FORM LINE ITEMS**

**REF # 751      Item 614      Maintaining Traffic, As Per Plan**

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When this item is called for on the plans or in the proposal, all applicable provisions of ODOT Item No. 614, maintaining traffic, as set forth in the state of Ohio, Department of Transportation, Construction and Material Specifications shall apply except as modified herein.

If there is a conflict/ambiguity between this note and any notes shown on the construction plans, this note shall be used, and the construction plan note shall be disregarded.

All traffic control devices shall be furnished, erected, maintained, and removed by the contractor, in accordance with the "Ohio Manual of Uniform Traffic Control Devices" (OMUTCD), current version, per figure 6H-6. Plan insert (drop offs in work zones) shall apply to all work on this project.

All trenches within the pavement, berm, and shoulder shall be backfilled or securely plated during non-working hours.

Safe "ramping" to adjacent traffic lanes and adjacent properties/driveways shall be maintained at all times. 304 material or other acceptable material shall be utilized, as directed by the engineer.

Two lanes, two-way traffic: Shall be maintained at all times, except as specifically noted within the plan. Traveled lanes shall be a minimum of 10' wide.

One lane, two-way traffic: may be maintained during daytime working hours from 8am to 5pm, in accordance with the OMUTCD (Figure C-18) and standard drawings. Traveled lane shall be a minimum of 10' wide.

Horizontal and vertical alignments for lanes shall meet 25mph design standards per the ODOT Location & Design Manual, Volume 1.

**ADDITIONAL NOTES:**

The engineer shall reserve the right to modify signage to meet current traffic conditions at no additional cost to the Village of Cardington.

If, in the opinion of the engineer, proper traffic control is not being provided or maintained by the contractor, the appropriate traffic control devices will be installed by the owner. All costs will be borne by the contractor through a change order deduction from the project contract.

**LOCAL ACCESS REQUIREMENTS:**

Police department & fire department operations: the contractor shall at all times, regardless of specific detour routes, provide access to police and fire personnel / equipment along all construction zones within the project. Access shall be a minimum of 10' in width, with hard pavement surface capable of supporting a 50,000 lb. fire truck.

Commercial properties: the contractor shall maintain a minimum of 50% of the access points to all commercial properties.

Residential properties: the contractor shall coordinate construction activities with each residence, such that access is maintained to each driveway during normal ingress/egress times. These times will vary per residence, depending upon work schedules, bus schedules, etc. The contractor shall notify all residents individually, in writing, prior to construction.

Others access: mail delivery, garbage collection, school bus pickup/drop-off, public transportation service, and other normal services to properties shall be maintained at all times. Special agreements/considerations can be made by the contractor provided it is in writing and approved by the engineer prior to commencing the change.

The contractor shall bid item 614 maintaining traffic, using the plan guide lines along with the contractors planned construction schedule and process methods necessary to construct the project.

**MODIFICATIONS TO EXISTING CONDITIONS:**

The contractor shall provide costs in the bid to provide signs, striping, etc., as well as the removal and re-erection of mailboxes, signs, or other objects that conflict with the contractor's plan to maintain traffic. All costs for this work, which shall be inclusive of all costs to meet the maintenance of traffic requirements, shall be included in item 614 maintaining traffic. The lump sum price bid for this item shall include all labor, material, and equipment necessary to complete this item as specified and required herein.

**CONTRACTOR'S EQUIPMENT - OPERATION AND STORAGE:**

A qualified flagger shall be employed where the contractor's equipment must merge with the traffic stream. The contractor's equipment shall be equipped with at least one amber flashing light. Pavers, rollers and other equipment may be parked in areas along the highway when paving operations are scheduled to continue within the next workday. Otherwise the equipment shall be stored at a storage area outside the r/w, the location of which shall have prior approval of the engineer. When parking along the highway the equipment shall be placed and delineated as per 614.03. No equipment shall be parked in the median of the highway. Adequate barricades and lights shall be placed on the pavement side of the equipment to identify the limits of the equipment. All other equipment, including private vehicles, shall be stored at the approved contractor's storage area. No equipment shall be parked on private property unless prior approval of the owner and the project engineer/ supervisor has been granted.

**TRAFFIC CONTROL INSPECTOR:**

The contractor shall designate an individual other than the superintendent and subject to the approval of the engineer, to continuously inspect all traffic control devices whenever construction work is being performed within the work limits of the project. The designated individual shall also inspect all traffic devices at the beginning and at the end of each workday. The designated individual or a qualified representative shall also be available on an around the clock basis to repair and/or replace damaged or missing traffic control devices. These individuals shall be equipped with cellular phones and their names and phone numbers shall be given to the project engineer at the preconstruction meeting. The designated individual may have other construction related duties as long as immediate attention is given to traffic control. Payment for the services of the traffic control inspector shall be included in the lump sum price bid for item 614 maintaining traffic.

**REF # 752      Item 614      Law Enforcement Officer with Patrol Car, As Per Plan**

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Use of law enforcement officers (LEOs) by contractors other than the uses specified below will not be permitted at project cost. LEOs should not be used where the OMUTCD intends flaggers be used. The cost of flaggers shall be included in Item 614 - Maintaining Traffic, As Per Plan.

In addition to the requirements of CMS 614 and the OMUTCD, a uniformed LEO with an official patrol car (car with top-mounted emergency flashing lights and complete markings of the appropriate law enforcement agency) shall be provided for the following traffic control tasks:

1. For Lane Closures: During initial set-up periods, tear down periods, substantial shifts of a closure point or when new lane closure arrangements are initiated for long-term lane closures/shifts (for the first and last day of major changes in traffic control setup). This includes all pavement marking operations, placement of signs, drums, navigators, etc.
2. During work within any intersection of commercial driveway where traffic must be maintained with LEOs.
3. At the direction of the Engineer where it has been determined that LEOs are required.
4. The Contractor shall request the need and proposed use of the LEOs in writing to the Engineer prior to securing their services.

LEOs should not forgo their traffic control responsibilities to apprehend motorists for routine traffic violations. However, if a motorist's actions are considered to be reckless, then pursuit of the motorist is appropriate.

The LEOs work at the direction of the Engineer. The Contractor is responsible for securing the services of the LEOs with the appropriate agencies and communicating the intentions of the plans with respect to duties of the LEOs. The Engineer shall have final control over the LEOs duties and placement and will resolve any issues that may arise between the two parties.

The LEO shall report to the Contractor prior to the start of the shift, in order to receive instructions regarding specific work assignments during his/her shift. The LEO is expected to stay at the project site for the entire duration of his/her shift. The LEO shall report to the contractor at the end of his/her shift. Once the LEO has completed the duties described above and still has time remaining on his/her shift, The LEO may be asked to patrol through the work zone (with flashing lights off) or be placed at a location to deter motorists from speeding. Should it be necessary to leave the project site, the LEO shall notify the Engineer. The Contractor shall provide the LEO with a two-way communication device which shall be returned to the contractor at the end of his/her shift.

LEO (with patrol car) required by the traffic maintenance tasks above shall be paid for on a unit price (hourly) basis under Item 614, Law Enforcement Officer with patrol car for assistance.

The hours paid shall include any minimum show-up time required by the law enforcement agency involved.

Any additional costs (administrative or otherwise) incurred by the Contractor to obtain the services of an LEO are included with the bid unit price for Item 614, Law Enforcement Officer with Patrol Car for Assistance.

Note: The Contractor shall use LEO's from the Village of Cardington. This is a strict requirement that shall be met, unless the Village of Cardington police department approves a modification to this requirement.

**EXPLANATION OF “MISCELLANEOUS” BID PRICING FORM LINE ITEMS**

**REF # 852      Item 624      Mobilization**

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This item has been included in the contract to allow the contractor to meet the requirements of the plan and item 624.

The lump sum price bid for this item shall include all work, labor, material, and equipment necessary to complete this item as specified and required.

**REF # 854      Item Special      Adjustment to Utilities**

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This item has been included in the contract to allow the contractor to adjust-to-grade all utility castings, boxes, etc., that are impacted by the proposed construction. The contractor shall review the project site and become familiar with the number and location of all utilities that will require adjustment to final grade, as part of the bidding process.

- This does not include the adjustment-to-grade for storm or sanitary structures as specifically identified in plan pay items.

The lump sum price bid for this item shall include all work, labor, material, and equipment necessary to complete this item as specified and required.

**REF # 855      Item Special      Utility Repairs**

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This item has been included in the contract to allow the contractor to repair utilities and utility services damaged during construction operations. The contractor shall review the project site and plans to become familiar with the potential number of conflicts with the proposed work, as part of the bidding process.

All mains and services shall be marked by the utility companies, following the OUPS call, prior to construction. The contractor shall work with the utility companies to locate and avoid damage to existing utilities, including services. Handwork around utility lines shall be expected.

The lump sum price bid for this item shall include all work, labor, material, and equipment necessary to complete this item as specified and required.

**REF # 856      Item Special      Miscellaneous Removal/Relocation**

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This item has been included in the contract to allow the contractor to remove, relocate, and/or reconstruct any existing mailboxes, signs, landscaping, rocks, boulders, or other appurtenances within the right-of-way which conflict with the contractor's work. The contractor shall field review the project, prior to bidding, to include the appropriate costs in the bid item. For mailboxes, this item shall include costs for temporary mailboxes during construction and relocation/restoration of mailboxes/posts.

The lump sum price bid for this item shall include all work, labor, material, and equipment necessary to complete this item as specified and required.



**REF # 858      Item Special    Project Bonding**

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This item has been included in the contract to allow the contractor to itemize the cost of meeting all bonding requirements of the project (i.e., Performance bond, maintenance bond, etc.)

The lump sum price bid for this item shall include all work, labor, material, and equipment necessary to complete this item as specified and required.

**EXPLANATION OF “ALLOWANCES” BID PRICING FORM LINE ITEMS**

**REF # 902      Item Special    Contingency Allowance for Unforeseen Project Conditions**

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An allowance has been included in the bid form to cover unforeseen conditions and/or extra items required by the project.

Contractor shall not modify the amount shown in the bid form. Allowance shall be utilized and dispersed only as directed by the engineer.

A designated allowance amount for this item shall include all work, labor, material, and equipment necessary to complete this item as specified and required.

**REF # 905      Item Special    Concrete Testing**

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An Allowance has been included in the bid form to provide Concrete Testing for the project.

The Contractor shall enter into a separate agreement for the Concrete Testing (Agreement) with the Engineer, or designated testing company, to perform the Concrete Testing per the following scope. Once the Agreement is signed, the Concrete testing work may begin on the project at the contractor’s request.

The contractor shall allow 48-hour notice prior to the commencement of Concrete testing necessary.

The following items shall be provided, as applicable, as directed by the engineer:

- Concrete density, temperature, air entrainment, & slump.
- Concrete cylinders and beams for strength tests.
- All testing to be scheduled and performed per the contract concrete testing specification.
- The Engineer or designated testing company shall provide testing results & reports for the project.
- Any change order for extra concrete work, which requires extra concrete testing, will include a proportionate extra cost for the testing.

Contractor shall coordinate the scheduling of concrete testing with the Engineer’s project inspector on-site. A minimum of 48 hours’ notice, prior to the proposed concrete pour shall be provided.

The Contractor shall not modify the Allowance amount shown in the bid form.

Allowance shall be utilized and dispersed only as directed by the engineer.

Any questions or concerns with this scope needs to be addressed in writing with the Owner prior to the bid so the concern can be addressed fairly with all bidders prior to the bid.

The Contractor shall pay the Engineer’s testing company directly for this work, as per the Agreement, using this line item, within 30 days of payment from the Owner. Failure to pay for Concrete Testing per the Agreement may result in a deduction from future pay requests to cover the deficiency until such time the payment is made.

Unused funds shall be credited to the Owner.

A designated allowance amount for this item shall include all work, labor, material, and equipment necessary to complete this item as specified and required.

**REF # 908      Item Special    Allowance for Additional Inspection Services**

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An allowance has been included in the bid form to cover the cost of additional inspection services by the engineer (or designee) when the need arises (examples shown below):

- A change order / modification is approved to the contract which requires additional time being added to the project schedule.
- A change order / modification is approved to the contract which requires additional work, work types, or daily work hours, which in turn requires additional inspection time, specialty inspections, or number of inspectors per day.

The contractor shall not modify the Allowance amount shown in the bid form.

Allowance shall be utilized and dispersed only as directed by the engineer.

Any questions or concerns with this scope needs to be addressed in writing with the Owner prior to the bid so the concern can be addressed fairly with all bidders prior to the bid.

Unused funds shall be credited to the Owner.

When change orders are approved, this line item shall be included in the change order to cover additional inspection costs. The allowance amount for this item shall be increased accordingly, to cover the cost of said inspection costs.

## **Details**

The following pages provide project details for use on the project.

- Sewer Televising and Rehabilitation Spec.

## SEWER TELEVISIONING AND REHABILITATION

### Technical Specifications

Specifications for the following pay item:

#### 1. STORM SEWER VIDEO INSPECTION

Intent: The pipe segments shall be visually inspected by means of closed-circuit television. The inspection will be done one pipe segment at a time and the flow in the section being inspected will be suitably controlled as specified (see Sewer Flow Control). All sewer inspections and defect coding shall be performed in accordance with the most current edition of the National Association of Sewer Service Companies, Inc. (NASSCO) Pipeline Assessment and Certification Program (PACP) standards and shall be performed by PACP certified technicians. PACP certification numbers for technicians shall be included with all submittals.

The service provider performing the storm sewer video inspection shall demonstrate at least 5 years of experience conducting PACP certified sewer inspections.

The video camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Owner's Representative; and if unsatisfactory, equipment shall be removed and no payment will be made for the unsatisfactory inspection.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the video camera be pulled or propelled at a speed greater than 30 feet per minute. Manual wenchers, power wenchers, TV cable and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If during the inspection operation, the television camera will not pass through an entire pipe segment, the equipment shall be set up at the opposite end and video inspection again attempted. If protruding leads are preventing the camera to pass then see the protruding leads section. If during the inspection operation, the video inspection camera will not pass through an entire pipe segment, the Contractor shall make note of the segment and notify the Owner of the pipe segment that is either obstructed or in need of cleaning. The Owners Representative will then determine if the pipe segment is to be cleaned and inspected. If the owner elects the other end of the segment to be inspected the second inspection should start with the reverse end of the pipe and be documented as a "reversal run".

In the event that the Contractor can not gain access to a pipe segment, the Contractor shall notify the Owner's representative by the end of the work day. The Contractor shall then give the Owner five (5) business days to provide the Contractor access to the pipe segment at no additional cost to the Owner. The Owner, at their discretion, may choose to non-perform the pipe inspection of the given segment with no modification to the contract price.

The importance of accurate distance measurements is emphasized. Measurements for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by using a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the Owner's Representative.

For those pipe segments that are not completely traversed after two inspections, add the unique pipe identifier to the "sewers to be cleaned" list. This list should be submitted to the City prior to beginning any cleaning work. No re-televising work should be performed until notification is sent regarding which sewers are ready to be re-televised. After notification to proceed has been received, all pipe segments that are re-inspected post-cleaning must be noted as such in the database.

Upon award of the contract, the Contractor shall submit a sample video and inspection report for approval as part of the shop drawing review process.

**Weekly Submittals:**

1. The proposed work schedule for the entirety of the project shall be submitted no later than the project kick-off meeting. Detailed updates to the work schedule will be provided to the Owner no later than 48 hours preceding the intended work.
2. Successful respondent shall furnish a written daily itemization and justification for any inspections that could not be completed according to schedule in the contractor's opinion due to inability to locate the access structure, the structure being in an inaccessible area (including paved over, buried, under water prohibited areas, etc), inoperable due to damage or locking mechanisms, requiring specialized tools such as excavators or action outside of the intended scope of work such as legal action.
3. Electronic data and video/scan submittals, logs, and / or electronic worksheets submitted seven (7) days prior to work. All field paperwork must be submitted before the Contractor's invoice will be processed for payment.

**Documentation of the inspection results shall be as follows:**

1. Inspection logs: Digital media location records shall be kept by the Contractor and will clearly show the location, by district in 1/10 ft, from the manhole wall, in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other point of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, cracks, fractures, broken pipes, presence of scale and corrosion, and other discernible features, as defined in the PACP defect codes, will be recorded on digital media and two copies of such records will be supplied, one to the Owner and one to the Owner's Representative. Reports shall use and reference the same unique pipe identification codes as well as the upstream and downstream manhole identification codes as shown in the attached storm sewer video inspection reference map.
1. Digital photographs of the pipe condition and all defects shall be taken by the Contractor. Photographs shall be located by district in 1/10 of a foot, from the nearest manhole wall, in relation to an adjacent manhole.
2. Digital media recordings: The purpose of digital media recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed by the Owner. Each original digital media recording of conditions and defects will be delivered to the Owner upon completion of a specific line section. Additionally, a copy will be provided at the same time to the Owner's Representative. This may be delivered on an external hard drive or a flash drive. Digital data files shall use and reference the same unique pipe identification codes as well as the upstream and downstream manhole identification codes as shown in the attached storm sewer video inspection reference map. All digital media shall be in formats that are industry standard and easily viewable using applications default to the latest version of the Windows operating system.
3. All video inspections shall be performed by personnel who are trained and certified in NASSCO's Pipeline Assessment and Certification Program (PACP). PACP certification numbers for technicians performing the work shall be included with all documentation.
4. An updated map with connectivity, pipe identification codes, and manhole identification codes consistent with the video inspection logs.
5. The final digital product supplied by the Contractor shall be provided in a NASSCO PACP Exchange format that can be imported into the Owners GIS software.
6. PDF reports named after the unique pipe identifier for the pipe segment being inspected.
7. Videos named after the unique pipe identifier for the pipe segment being inspected.
8. A database or some other tabular format file that contains the inspection/setup information and all of the PACP codes with their associated information. A standard PACP export out of most NASSCO certified programs will result in a database file that meets this requirement. If the unique pipe identifier is not included in the inspection data (it usually can be input in the pipe reference field) and/or does not provide



- a link for the coding data, a table linking the inspection ID to the associated unique pipe ID must be included as well.
9. All inspections considered reversal runs must be noted as such in the database.
  10. If pipe segments are not completed traverse after two inspections (reverse inspection), add the unique pipe identifier to the “sewer to be cleaned” list. This list should be included in the weekly or bi-weekly submittals to OHM and the City contact identified in the kickoff meetings.

## 2. STORM SEWER CLEANING (LIGHT OR HEAVY)

The intent of the project is to complete as much pipe inspection without cleaning as possible. Sewer cleaning shall be identified as light sewer cleaning or heavy sewer cleaning (see description below). This pay item will only be used with the prior approval of the Owner/Owners Representative. All approved cleaning shall be completed by the Contractor. The Owner will not assist the Contractor with necessary system cleaning. The quantities provided are estimates only. The actual quantities may increase, decrease, or be zero based on actual work required. If this work is completed, the sewer pipe cleaning is to remove foreign materials from the pipes and allow the sewer video camera to pass through the manholes section. Sewer video recording shall be included during cleaning operations to verify cleaning was appropriately completed. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific pipe segments. If in the course of normal cleaning operations, damage does result from preexisting and unforeseen conditions such as broken pipe, the Contractor will not be held responsible.

**Cleaning Precautions:** During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When additional water is necessary to avoid delay in normal work procedures, the Contractor shall retrieve water from the Village’s Water Treatment Plant during normal weekday business hours. The Village, at their discretion, may allow for water retrieval from nearby hydrants. In this case, backflow prevention must be provided and the Contractor shall abide by all requirements outlined by the Village for hydrant use.

**Sewer Cleaning:** The designated sewer pipe segments shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner’s Representative. The equipment shall be capable of removing dirt, grease, rocks, roots, sand, mineral deposits and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the manhole at the other end of the pipe segment and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage existing and the cleaning effort shall be abandoned.

In pipe segments requiring external point repair, no cleaning shall take place until after the repair has been made.

**Light Sewer Cleaning:** Light sewer cleaning for each segment should occur when necessary and the following is encountered:

1. Up to 12-inches: 25%
2. 13- to 24-inches: 15%
3. 25 inches & Greater: 10%

The contractor shall clean the sewer and associated manholes, including flow channels and benches, to remove all Deposits Settled (DS), so that the sewer is ready for televising. All debris must be removed from the sewer, including any debris that may have washed up into any service connections (does not include known pre-existing conditions

in service connections), drop connections or the bench wall of the manholes. This item does not include any root cutting, deposit removal, or protruding lead removal.

**Heavy Sewer Cleaning:** Heavy Sewer Cleaning, when deemed necessary, shall consist of the removal of Obstructions (OB) and Deposits Settled (DS) that exceed percentage established for light cleaning. This also includes Deposits Attached Grease (DAGS) and root removal, if able to remove with rotating nozzle or other equipment described below. Compliance with this section requires substantial effort towards cleaning.

All obstructions shall be removed from the sewer. All debris must be removed from the sewer, including any debris that may have washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the bench wall of the manholes. This includes all grease, rocks, debris, sticks, roots, etc. that will reduce the hydraulic capacity of the sewer and limit future maintenance access of remote equipment. This work will include an unlimited number of passes by high velocity hydro-cleaning equipment. A mechanical/hydraulic Spinner Nozzle may be used where necessary at no additional cost to the City; however, the Contractor shall be responsible for any damage to the sewer or any service connections. This item does not include removal of protruding leads.

The Contractor shall maintain detailed documentation of cleaning efforts made to remove these items. Such documentation shall be made available to the Owner at any time. The contractor shall immediately notify the Owner if he believes that this level of cleaning will cause a sewer collapse due to the existing deterioration of the host pipe. The Owners determination whether to continue or stop work is final.

**Root Removal:** Root removal shall be paid for under Heavy Sewer Cleaning. Roots shall be removed in sections where root intrusion is a problem. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners.

### 3. STORM SEWER REHABILITATION

Contractor shall note in the initial televising report areas with structural damage to be repaired. The Owner will review the videos and reports and direct the Contractor which areas of pipe that will need either internal or external point repairs. No repairs shall take place without approval from the Owner or Owner's Representative.

1. Internal Point Repairs are repairs made from inside the conduit to stop pipe deterioration and provide structural support to the existing pipe. Contractor shall utilize a cured-in-place-pipe (CIPP) point repair system, meeting ASTM F1216 from a qualified manufacturer such as Flow-Liner, HammerHead, Pipe Patch, or approved equal. Contractor shall prepare existing conduit and install liners in accordance with manufacturer recommendations.
2. External Point Repairs are obstructions or failures that cannot be removed by either conventional sewer cleaning equipment or by internal repairs. The Contractor shall make an excavation to expose, remove, and replace the damaged portion of pipe up to eight (8) linear feet. For repairs beyond eight (8) linear feet, 0.5 Each quantity shall be given for each four (4) linear feet of pipe repaired. Pipe material shall be SDR-35 PVC or match the existing pipe material. Backfill of trenches shall be in accordance with ODOT 611 and shall be included in the cost of this item. Pavement repair (see Figure 22) and lawn restoration (see Figure 4) shall be paid under their respective pay items. This item shall include the labor, equipment, and material required to perform the work described herein. Such excavation shall be approved in writing by the Engineer prior to the commencement of the work.

**Method of Payment**

**REF NO. 202 – ITEM SPECIAL – STORM SEWER VIDEO INSPECTION**

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to complete video inspection of the storm sewer in accordance with the contract specifications. Storm sewer video inspection shall be paid for at the unit price bid per linear foot regardless of pipe size, but in no case smaller than 8-inch diameter. Measurement of the actual number of feet inspected shall be made from the wall of the manhole or structure.

It should be noted that if reverse setups (a situation that arises when the television camera cannot pass through the manhole section, making it necessary to reverse the position of the television equipment and enter the sewer from the opposite direction) or a second attempt after cleaning are required to pass the television camera through the manhole section during the television inspection, the per foot cost of television inspection will be paid for the actual footage between the manholes involved. Measurement of the actual number of feet inspected shall be made from the wall of the manhole to the point where the survey was abandoned from each direction.

Electronic media documentation (flash drive or external hard drive) shall be included in the unit price per linear foot of sewer line electronically documented and include all labor, equipment and materials required.

Contractor will be responsible, as part of this pay item, to provide a 48 hour notice to residents affected by the project.

**REF NO. 802 – ITEM SPECIAL – LIGHT SEWER CLEANING**

**REF NO. 803 – ITEM SPECIAL – HEAVY SEWER CLEANING**

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to adequately clean storm sewer pipes and dispose of debris, grease, roots, mineral deposits and other removed materials in accordance with the contract specifications for the purpose of completing sewer video inspection. Sewer video recording shall be included in the cost for sewer cleaning to verify cleaning was appropriately completed and will not be paid for separately when used during cleaning operations. Storm sewer cleaning shall be paid for at the unit price bid per 8 hour work day, measured from arrival on site to leaving the project site. In general, the Contractor shall be paid for Light Cleaning or Heavy Cleaning per segment of pipe, not both. Temporary stoppages of work by the Contractor, such as equipment failure, waiting for equipment to arrive on site, or other reasons deemed the fault of the contractor will not be considered part of the 8-hour work day.

The Owner or Owner's representative may stop this work at any time for any reason.

The quantities provided in the general summary are estimates only and may vary or be non-performed based on actual site conditions. No modifications to unit price will be allowed for modifications in quantity performed.

Contractor will be responsible, as part of this pay item, to provide a 48 hour notice to residents affected by the project.

**REF NOs. 804 THRU 809 – ITEM SPECIAL – INTERNAL POINT REPAIR, 'X" DIAMETER**

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to complete internal repairs of the sewer in accordance with the contract specifications. Internal point repairs shall be paid for at the unit price bid per linear foot of the respective pipe diameter being repaired.

The quantities provided in the general summary are estimates only and may vary or be non-performed based on actual site conditions. No modifications to unit price will be allowed for modifications in quantity performed.

Contractor will be responsible, as part of this pay item, to provide a 48 hour notice to residents affected by the project.

**REF NOs. 810 THRU 815 – ITEM SPECIAL – EXTERNAL POINT REPAIR, ‘X” DIAMETER**

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to complete external repairs of the sewer in accordance with the contract specifications. External point repairs shall be paid for at the unit price bid per EACH repair required of the respective pipe diameter to be repaired.

The quantities provided in the general summary are estimates only and may vary or be non-performed based on actual site conditions. No modifications to unit price will be allowed for modifications in quantity performed.

Contractor will be responsible, as part of this pay item, to provide a 48 hour notice to residents affected by the project.

**Maintenance of Traffic**

All Maintenance of Traffic required for the work herein shall be included in the Maintenance of Traffic bid item, found elsewhere in the bid documents.

**Miscellaneous Restoration Items**

Restoration of miscellaneous items such as, but not limited to, street signs, traffic signs, shrubbery and other ornamental landscape items which are damaged, removed, or destroyed by the Contractor in the course of the work shall be repaired or replaced by the Contractor with new materials of equal quality as existed prior to the start of work. All such items for which specific bid items are not listed in the proposal shall be considered as incidental work and shall be replaced or repaired at the expense of the Contractor.

**Final Cleanup**

Final cleanup of the job shall be considered as incidental. Items in this category include removal of debris and litter from the site, removal of surplus materials, sweeping, repair of any damages, and clean out of drainage structures located within the work area. Surface Restoration shall commence immediately upon completion of final grading.

**Easement Conditions**

The Contractor shall be required to review and comply with easement conditions that are shown on the plans or contract documents. Compliance with easement conditions shall be considered as incidental to the overall project cost.

*End of Section*

## **Plans**

The following pages represent the plan sheets associated with this project.

- S. Marion Street Stormwater Improvements
- Dated \_\_\_\_\_ May 2023 \_\_\_\_\_.

