

Standard Construction Bid, Contract, and Federal Compliance  
Documents for:

*MARION, OH REC CENTER ROOF  
(CDBG PROJECT / 25FLEX-21-25CDBG)*

**OWNER:**

City Of Marion  
233 W. Center St.  
Marion, Oh 43302

Contact: Rob Cowell, Safety/Service Director  
740-387-5865 rcowell@marionohio.org

**PROJECT LOCATION:**

Marion Rec Center  
240 W. Church St.  
Marion, Ohio 43302  
YMCA Rec Center # 740-725-9600 ext. 200

**Bid Documents Prepared By:**

Evelyn Warr-Omness  
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## Supplemental General Conditions

This is a project-specific attachment, not boilerplate. The eight numbered category labels below are the same for every contract issued from this template — that consistency is what lets Articles 1, 8, 16, and 20 of the General Contract Conditions point back here without needing to say what's in it. Everything written under each label, however, is entirely specific to this project and must be completed fresh every time.

### 1. Enumeration of Plans, Specifications, and Addenda

Drawings:    Specifications: *[ see Section D ]*    Addenda: *[ number(s), date(s) ]* \_\_\_\_\_

### 2. Stated Allowances

*e “none”*

### 3. Special Hazards

*none anticipated*

### 4. Contractor's and Subcontractor's Insurance

### 5. Photographs of Project

*Before and after photos required*

### 6. Federal Occupational Classifications and Davis-Bacon Wage Rates

See Section H of this packet.

### 7. Builder's Risk Insurance

*The Contractor will maintain Builder's Risk insurance on a 100% completed-value basis for this project, per Article 8.E (Insurance).*

### 8. Owner-Furnished Items

*not applicable.*

### 9. Build America, Buy America Determination

Build America, Buy America *does not apply* to this project. Total project cost from all funding sources: \$125,000 . Federal simplified acquisition threshold on the date of this determination: \$350,000.  
Determined by Evelyn Warr-Omness 09/01/2026.

## **Section C. General Contract Conditions**

### **Article 1 — Contract and Contract Documents**

The project is financed with assistance from the U.S. Department of Housing and Urban Development and is subject to all applicable federal laws and regulations. All applicable state laws, municipal ordinances, and rules and regulations of authorities having jurisdiction apply throughout and are deemed included as though written out in full. The Plans, Specifications, and Addenda enumerated in the Supplemental General Conditions form part of this Contract.

### **Article 2 — Definitions**

For purposes of the Contract Documents, the following terms shall have the meanings set forth below unless the context clearly indicates otherwise.

- A. Owner means the public entity identified in the Agreement that is contracting for the Work.
- B. Engineer means the professional engineer designated by the Owner to prepare or administer the Plans and Specifications, together with the Engineer's authorized representatives.
- C. Architect means the architect designated by the Owner where architectural services are provided under the Contract Documents.
- D. Contractor means the person or entity entering into the Contract with the Owner and includes the Contractor's authorized representatives.
- E. Subcontractor means any person or entity having a direct contract with the Contractor to perform any portion of the Work.
- F. Work means all labor, materials, equipment, services, supervision, and incidentals necessary to complete the Project in accordance with the Contract Documents.
- G. Project means the public improvement described in the Agreement.
- H. Contract Documents means the Advertisement for Bids, Instructions to Bidders, General Conditions, Supplemental General Conditions, Plans, Specifications, Addenda, Proposal Forms, Agreement, Bonds, Change Orders, Field Orders, and any other documents expressly incorporated into the Contract.
- I. Notice to Proceed means the written authorization issued by the Owner permitting the Contractor to begin performance.
- J. Substantial Completion has the meaning assigned in Article 20 — Completion of Work.

### **Article 3 — Interpretation of Contract Documents and Order of Precedence**

If any inconsistency, ambiguity, or conflict exists among the Contract Documents, the documents shall govern in the following order of precedence:

- Executed Change Orders;
- The Agreement;

- Supplemental General Conditions;
- General Contract Conditions;
- Technical Specifications;
- Drawings and Plans;
- Addenda, to the extent specifically modifying any of the foregoing;
- Proposal Forms and other bidding documents.

Large-scale drawings govern over small-scale drawings. Written specifications govern over scaled dimensions. Figures govern over scaled measurements.

The Contractor shall promptly notify the Owner upon discovering any discrepancy, ambiguity, omission, or conflict in the Contract Documents before proceeding with the affected Work. Failure to provide timely notice may bar any claim arising from the discrepancy that reasonably could have been discovered before the Work was performed.

#### **Article 4 — Performance and Payment Bonds**

Simultaneously with delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds, each for 100 percent of the contract price, as security for faithful performance of the Contract and for payment of all persons performing labor and furnishing materials in connection with it. A Payment Bond and a Performance Bond are both required. The surety on such bond(s) shall be a surety company authorized to do business in Ohio and satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Under conditions permitted by state and local law, and only where the Owner's own bonding policy has been accepted by the awarding federal agency in lieu of the minimum requirements described in the Bonding and Insurance Requirements in Section E, the Owner may authorize a personal bond backed by an irrevocable letter of credit from a local lending institution in lieu of a bond underwritten by a surety company.

#### **Article 5 — Wage Rates**

Wages shall not be less than the minimum rates in the Federal Labor Standards Provisions and the applicable Davis-Bacon wage determination (Section H). Every Contractor and Subcontractor shall supply the Owner a wage payment schedule and certified payroll copies as described in Section G.

#### **Article 6 — Required Job-Site Postings**

The Contractor shall post, and shall keep posted for the duration of the work, the following notices at the site in a prominent and accessible place where they can be easily seen by workers, and shall require each Subcontractor to do the same:

- The applicable Davis-Bacon wage determination, including any additional classifications and wage rates conformed during the work
- The Davis-Bacon poster, form WH-1321 (“Employee Rights under the Davis-Bacon Act”)

- The Occupational Safety and Health Administration job safety and health poster
  - Notice of the Contractor's equal employment opportunity policy and of the Section 3 benchmark goals described in the Special Equal Opportunity and Nondiscrimination Provisions
  - Any additional notice the Owner, OCD, HUD, or the U.S. Department of Labor requires to be posted
- Postings shall be maintained in legible condition for the duration of the work and replaced if damaged or removed.

## Article 7 — Equal Opportunity and Nondiscrimination

The Contractor shall provide equal opportunity in employment and in the performance of this Contract, and shall not discriminate against any employee, applicant for employment, or recipient of program benefits on the basis of race, color, religion, sex, or national origin. The Contractor shall comply fully with:

- Title VII of the Civil Rights Act of 1964 (employment nondiscrimination)
- Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally assisted programs)
- Section 109 of the Housing and Community Development Act of 1974
- Section 3 of the Housing and Urban Development Act of 1968, as implemented at 24 CFR Part 75<sup>5</sup>
- Applicable requirements of the Americans with Disabilities Act and, for this federally assisted project, Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8<sup>6</sup>)

The Contractor shall include this Article in every subcontract.

## Article 8 — Insurance

A. The Contractor shall not commence work under this Contract until it has obtained all insurance required under this Article and the Owner has approved it, and shall not allow any Subcontractor to commence work until similar insurance required of that Subcontractor has been obtained and approved. Approval of insurance by the Owner does not relieve or decrease the Contractor's liability.

B. The Contractor shall file with the Owner all certificate(s) of insurance necessary to document the coverage required under this Article, subject to the Owner's approval and receipt of any additional documentation requested, before final execution of the Agreement and issuance of the Notice to Proceed.

C. Workers' Compensation. All Contractors and Subcontractors shall acquire and maintain, for the term of the Contract, Workers' Compensation insurance in full compliance with the laws of the State of Ohio.

D. Contractor's Liability Insurance.

i. Comprehensive General/Automobile Liability covering the Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles, and Non-Owned and Hired Automobiles.

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<sup>5</sup>24 C.F.R. Part 75 — Section 3 implementing regulation; replaced 24 CFR Part 135 effective Nov. 30, 2020. Verify at [ecfr.gov](http://ecfr.gov).

<sup>6</sup>24 C.F.R. Part 8 — Section 504 nondiscrimination on the basis of disability in HUD-assisted programs. Verify at [ecfr.gov](http://ecfr.gov).

ii. Property Damage Liability Insurance covering demolition, blasting, excavating, shoring, or similar operations, on an “if any” basis.

iii. Bodily Injury Liability Insurance of not less than \$250,000 for injuries, including wrongful death, to any one person, and subject to the same limit per person, in an amount not less than \$500,000 for any one occurrence.

iv. Property Damage Liability Insurance of not less than \$250,000 per occurrence, extended to “Broad Form Property Damage Liability,” and not less than \$1,000,000 aggregate for damage from all occurrences.

v. Any combination of underlying Comprehensive General/Automobile Liability with Umbrella/Excess Liability coverage providing not less than \$1,000,000 single-limit Bodily Injury and Property Damage Liability is also acceptable in lieu of items iii–iv.

vi. The Owner may adjust these limits to match current local government procurement policy and practice, within the limits of state and local law.

E. Builder's Risk Insurance. Each Contractor shall maintain Builder's Risk insurance protecting itself and the Owner jointly against loss from fire, lightning, extended-coverage hazards, vandalism, theft, explosion, and malicious mischief, in the full amount of the Contract, covering labor and materials connected with the work, including materials delivered to the site but not yet installed.

F. Installation Floater Insurance. Where the Contractor is involved solely in installation of materials rather than construction of a building, an Installation Floater is required in lieu of Builder's Risk insurance, on the same general terms as paragraph E.

G. Special Provisions. The policies listed above shall each contain the following:

- The insurer agrees that thirty (30) days' prior written notice of cancellation or reduction of coverage under a policy on this Contract will be mailed to Owner = *City of Marion, OH c/o Marion County Regional Planning Commission, 222 W. Cetner St., Marion, OH 43302*.
- The Owner, and any co-owner or partnering entity identified in the Agreement, shall be named as an additional insured on the Contractor's Comprehensive General Liability and Automobile Liability policies with respect to work performed under this Contract, and the Contractor shall require the same of each Subcontractor. Coverage afforded the Owner as additional insured shall be primary and non-contributory with respect to any insurance the Owner carries.
- Maintaining this insurance does not waive the Contractor's legal liability for damage to adjoining property or to the work and property of others beyond the limits of insurance maintained. The Contractor shall hold the Owner harmless from injury or damage resulting from the Contractor's or its Subcontractors' negligent or faulty performance of the Contract.
- The Contractor shall hold the Owner harmless from all claims for patent royalties arising from materials, methods, or appliances used in connection with its work or that of its Subcontractors.
- Before commencing work, the Contractor shall furnish one copy of a Declaration of Insurance as evidence of coverage.

## Article 9 — Safety

A. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and provide necessary protection to prevent damage, injury, or loss to: all employees on the work and other persons who may be affected by it; the work itself and all materials or equipment to be incorporated in it, whether stored on or off the site; and other property at or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, and shall notify owners of adjacent utilities when the work may affect them.

C. The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes, and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America; with the requirements of the Occupational Safety and Health Act of 1970 and 29 CFR Part 1926<sup>7</sup>; and with Chapter 4101:9-2 of the Ohio Administrative Code<sup>8</sup> prohibiting the employment of minors in occupations hazardous or detrimental to their health.

D. The Contractor shall maintain, at its office or another well-known place at the job site, articles necessary for first aid to the injured, and shall make standing arrangements for the immediate removal of injured persons to a hospital or a doctor's care. No employee shall be permitted to work at a job site before the Contractor has made a standing arrangement of this kind.

E. Lights, signs, and barricades shall be used to maintain vehicular and pedestrian traffic safety during the course of this Contract, consistent with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD, required under R.C. 4511.09<sup>9</sup>) wherever the work affects a public right-of-way. See also “Danger Signals and Safety Devices” in Section F.

## Article 10 — Permits

The Contractor is responsible for obtaining and paying for all necessary permits and licenses except those the Owner specifically agrees to obtain, as identified in the Supplemental General Conditions for this project, and shall comply with all applicable laws, ordinances, rules, and regulations. If the Contractor observes that the Contract Documents are at variance with any law, ordinance, rule, or regulation, it shall promptly notify the Owner in writing.

## Article 11 — Utilities, Water, and Waste Disposal During Construction

Unless the Supplemental General Conditions identify specific items the Owner will furnish, the Contractor is responsible for procuring, paying for, and disposing of all utilities, water, electrical power,

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<sup>7</sup>29 C.F.R. Part 1926 — OSHA construction safety standards. Verify at [ecfr.gov](http://ecfr.gov).

<sup>8</sup>OAC 4101:9-2 — employment of minors in hazardous occupations. Note this is Administrative Code, not Revised Code; the prior packet mislabeled it. Verify at [codes.ohio.gov](http://codes.ohio.gov).

<sup>9</sup>Ohio Rev. Code § 4511.09 — statutory basis for the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Verify at [codes.ohio.gov](http://codes.ohio.gov).

and construction waste and debris removal necessary to perform the Work, including any temporary connections and related fees. The source, quality, and quantity of any water the Contractor furnishes for construction purposes shall at all times be satisfactory to the Engineer.

## **Article 12 — Hazardous Materials**

The Contractor shall immediately suspend any Work directly affected by the discovery of, or reasonable suspicion of, hazardous materials, including but not limited to asbestos-containing materials, lead-containing materials not identified in the Contract Documents, underground storage tanks, contaminated soils, hazardous waste, or other regulated substances.

The Contractor shall promptly notify the Owner and shall not disturb, remove, transport, or dispose of the material except as authorized by applicable law and directed by the Owner.

Unless otherwise expressly provided in the Contract Documents, the Owner retains responsibility for investigation and remediation of pre-existing hazardous materials. The Contractor remains responsible for hazardous materials introduced to the Project by the Contractor or its Subcontractors.

The Contractor shall take reasonable measures to secure the affected area and protect workers and the public pending further direction from the Owner.

## **Article 13 — Supervision**

A. The Contractor will supervise and direct the work and is solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent, designated in writing as the Contractor's representative at the site, with full authority to act on the Contractor's behalf and to receive communications directed to the Contractor. The supervisor shall be present at the site as required to perform adequate supervision and coordination of the work.

B. The Owner and its representatives, and authorized representatives of any participating federal or state agency, shall at all times have access to the work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records. The Contractor shall provide proper facilities for such access, observation, inspection, and testing.

C. The Contractor shall submit a proposed program of operations showing clearly how it intends to conduct the work so as to complete it within the time limit specified. The program shall outline the proposed sequence of operations, rates of progress, the dates when the Contractor's work will be sufficiently advanced to permit work under other contracts to proceed, and estimated progress payments. Work shall be scheduled so that completed structures can be placed into useful operation with minimum delay. The program is subject to Owner approval.

D. All construction along a public right-of-way, including storage and stockpiling of materials, shall be conducted within the limits of that right-of-way. Bracing, sheeting, and shoring shall be used to keep construction within those limits unless the Contractor secures work agreements from adjacent property owners; copies of any such agreements shall be delivered to the Engineer and the Owner before work begins on the affected property.

## **Article 14 — Pre-Construction Conference**

Before work begins, the Owner shall hold a pre-construction conference with the Contractor and, where practical, its principal Subcontractors. The Owner shall prepare a written agenda covering, at minimum: engineering and construction requirements; Equal Opportunity and Section 3 obligations under Article 7 (Equal Opportunity and Nondiscrimination) and the Special Equal Opportunity and Nondiscrimination Provisions in Section F; Labor Standards and certified payroll requirements under Article 5 (Wage Rates) and Section G; and required job-site postings. The Owner shall maintain a sign-in sheet and minutes of the conference with the project records.

## **Article 15 — Claims Against Contractor**

The Contractor shall indemnify and save the Owner harmless from all claims arising from the lawful demands of Subcontractors, laborers, mechanics, material suppliers, and furnishers of machinery, equipment, tools, and supplies used in performing the work. The Contractor shall, on the Owner's request, furnish satisfactory evidence that such obligations have been paid, discharged, or waived.

If the Contractor fails to do so, the Owner may, after notifying the Contractor, either pay unpaid bills directly or withhold from the Contractor's unpaid compensation a sum reasonably sufficient to pay such claims, resuming payment to the Contractor once satisfactory evidence is furnished that all such liabilities have been discharged. Any payment the Owner makes in this manner is treated as a payment under the Contract Documents and does not, of itself, create any liability of the Owner to the Contractor, its surety, or any third party.

## **Article 16 — Inspections**

The Owner, the Engineer, and authorized representatives of any participating federal or state agency may inspect the work, materials, and equipment at any reasonable time. The Owner may reject work or materials that do not conform to the Contract Documents, and the Contractor shall promptly remove and replace rejected work or materials at its own expense. Inspection does not relieve the Contractor of responsibility for defects discovered later. The Owner shall inspect the work when it is substantially complete and before final acceptance.

## **Article 17 — Subcontracting**

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract, or any interest in it, without the other's consent. Where the Owner consents to subletting, the Contractor shall nevertheless perform, with its own organization, work amounting to not less than fifty percent (50%) of the total contract cost, excluding from that computation any item the Contract designates as a specialty item. The Contractor shall not award work to a Subcontractor without prior written Owner approval and verification of the Subcontractor's current eligibility status, and remains fully responsible to the Owner for the acts and omissions of its Subcontractors and their employees, to the same extent as for its own. No subcontract or transfer releases the Contractor from liability under the Contract or the bonds.

## **Article 18 — Change of Work**

The Owner reserves the right to make, at any time during progress of the work, such increases or decreases in quantities and such alterations in the details of the work as may be deemed necessary or desirable. Such changes do not invalidate the Contract or release the surety, and the Contractor agrees to perform the work as altered as if it had been part of the original contract. Authorized alterations shall be documented using the Change Order form in Section F and paid as stipulated in the change order authorizing the work. No change in work shall proceed without the Owner's prior written approval.

## Article 19 — Time

A. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. The work shall commence on the date specified in the Notice to Proceed.

B. The Contractor will proceed with the work at a rate of progress that ensures full completion within the Contract Time. The Contract Time is understood and agreed to be a reasonable time, taking into account average climatic and economic conditions and other factors prevailing in the locality of the work.

C. The Contract Time to fully complete the project shall be (90) ninety consecutive calendar days following the date of commencement specified in the Notice to Proceed. The Contract Time may be extended for weather or other excusable delay beyond the Contractor's control. To request an extension, the Contractor shall notify the Owner in writing within ten (10) days after the event giving rise to the delay, stating the cause and the additional time requested. The Owner shall determine the extension, if any, and any approved extension shall be documented by change order under Article 18 (Change of Work). Failure to give timely written notice waives the request.

D. If the Contractor fails to complete the work within the Contract Time or an approved extension, the Contractor shall pay the Owner liquidated damages of \$100.00 for each calendar day of default thereafter, as compensation for delay only. These liquidated damages are not the Owner's exclusive remedy; the Owner reserves the right to pursue any other damages caused by the Contractor's breach of this Contract.

## Article 20 — Completion of Work

Substantial Completion means the stage of the work at which it is sufficiently complete, in accordance with the Contract Documents, that the Owner can occupy or use it for its intended purpose.

The Contractor shall guarantee all materials, equipment, and workmanship for one year from the date of Substantial Completion, and warrants that the improvement is free from defects due to faulty materials or workmanship for that period, promptly making corrections as necessary. The Owner will give notice of observed defects with reasonable promptness; if the Contractor fails to make required repairs, the Owner may do so and charge the cost to the Contractor. The Contract Bond remains in full force through the guarantee period.

When the work, including work performed by Subcontractors, is complete, the site shall be cleaned of all rubbish and debris caused by construction, and all temporary structures, surplus materials, and equipment removed, leaving the project in a neat and presentable condition.

At Substantial Completion, the Owner and the Engineer shall inspect the work and prepare a written punchlist of items remaining to be corrected or completed. The Owner shall maintain the punchlist with

the project records and shall not make final payment until all punchlist items are resolved to the Owner's satisfaction.

## Article 21 — Termination for Convenience

After ten (10) days' written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract for the Owner's convenience. In that case the Contractor shall be paid for all work executed and any expense sustained, plus reasonable profit.

## Article 22 — Termination for Cause

If the Contractor fails to perform the work in accordance with the Contract Documents, fails to pay Subcontractors or suppliers, is adjudged bankrupt, or otherwise materially breaches the Contract, the Owner may, after seven (7) days' written notice affording the Contractor an opportunity to cure, terminate the Contractor's right to proceed with all or part of the work. In that event, the Owner may complete the work by whatever method it deems expedient and may withhold further payment to the Contractor until the work is complete; the Contractor and its surety remain liable for any excess cost the Owner incurs in completing the work, and for liquidated damages under Article 19.D (Time) until the work is completed.

## Article 23 — Payment

Payment to the Contractor is made upon certification of completed work by the Owner's Representative, and satisfaction of [ *Owner* ], the Engineer/Architect, and the building owner if different from the Owner, subject to the Contractor submitting waivers of lien and all required pay requests and payroll reports to [ *administering CDBG office* ].

The Owner will retain [ *4* ]% — not to exceed four percent — of the value of labor performed, from each progress payment. Retainage will be withheld and released as provided in R.C. 153.12<sup>10</sup> through 153.14.

Upon receipt of an approved progress schedule and pay request from the Contractor, the Owner shall submit a drawdown request to OCD for CDBG funds to pay the Contractor. A turnaround time of 20–30 days is typical before those funds are received by the Owner.

Because CDBG drawdown proceeds may be held by the Owner for only a short period before unspent funds must be returned and re-requested, the Contractor's progress schedule should be built around achievable milestones to avoid delaying payment.

## Article 24 — Personnel

The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the Owner. All services shall be performed by the Contractor or under its supervision,

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<sup>10</sup>Ohio Rev. Code § 153.12 — awarded public-improvement contract price may not exceed the cost estimate by more than 20%. Verify at [codes.ohio.gov](http://codes.ohio.gov).

and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

## Article 25 — Records and Audits

The Contractor shall maintain accounts and records — including personnel, property, and financial records — adequate to identify and account for all costs pertaining to the Contract. These records shall be made available for audit to the Owner or any authorized federal or state representative.

Consistent with the Owner's Grant Agreement with the Ohio Office of Community Development (OCD) — which requires records to be physically controlled for at least three years from the final close-out of that Agreement — and with 24 CFR § 570.490(d)<sup>11</sup>, governing state-administered CDBG programs generally, records shall be retained for the greater of (a) three years from final close-out of the Owner's CDBG grant agreement with OCD (a date OCD determines following its monitoring and audit review of this award, and which may occur substantially after this project's own completion), or (b) the period required by 2 CFR 200.334<sup>12</sup> or other applicable law, whichever is longer, or longer still if needed to resolve an open audit, claim, or litigation.

## Article 26 — Reports

The Contractor shall furnish the Owner such progress, financial, payroll, and other reports as the Owner, OCD, or HUD may reasonably require to document compliance with this Contract and with the CDBG grant that funds it, in the form and on the schedule the Owner specifies. This includes the contract and subcontract award information the Owner must report to OCD for every contract or subcontract of \$10,000 or more, and the labor-hour and labor standards enforcement data the Owner reports to OCD on a semi-annual cycle. The Contractor shall provide that underlying data on the schedule the Owner specifies, far enough in advance of the Owner's own reporting deadlines for the Owner to compile and submit.

### — Confidentiality of Project Records

Reports, data, and other materials prepared or assembled by the Contractor under this Contract may be public records under the Ohio Public Records Act (R.C. 149.43<sup>13</sup>) to the extent held by the Owner. Personally identifiable information is not, however, subject to release: R.C. 149.43 exempts records whose release is prohibited by state or federal law, and information such as Social Security numbers, home addresses, dates of birth, and financial account information is withheld or redacted before any release. Consistent with 29 CFR 5.5(a)(3)(ii)(A), certified payrolls submitted to the Owner shall not contain full Social Security numbers or home addresses; each worker shall be identified by an individually identifying number, such as the last four digits of the Social Security number. The Contractor shall not disclose trade secrets, personally identifiable information, or other legitimately protected material obtained in the course of this Contract except as required by law or with the Owner's prior written approval.

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<sup>11</sup>24 C.F.R. § 570.490(d) — state-administered CDBG program recordkeeping and record retention. Verify at [ecfr.gov](http://ecfr.gov).

<sup>12</sup>2 C.F.R. § 200.334 — general federal record-retention floor (3 years from final expenditure report). Verify at [ecfr.gov](http://ecfr.gov).

<sup>13</sup>Ohio Rev. Code § 149.43 — Ohio Public Records Act. Verify at [codes.ohio.gov](http://codes.ohio.gov).

## Article 27 — Accessibility Compliance

The Contractor shall comply with the Americans with Disabilities Act, as amended, and, for this federally assisted project, Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 24 CFR Part 8<sup>14</sup>. Design conformance with the applicable accessibility standard is certified by the project's Architect or Designer on the certification form in Section F.

## Article 28 — Breach or Default of Contract

Upon breach or default of any provision, obligation, or duty under this Contract, the Owner may exercise any administrative, contractual, equitable, or legal remedy available, without limitation. Waiver of one occurrence of breach or default is not a waiver of any subsequent occurrence, and the Owner retains the right to exercise all remedies described in this Article. If the Contractor or the Owner fails to perform an obligation and the other party waives that failure, the waiver is limited to the particular failure waived and does not extend to any other failure. Any waiver by the Owner shall be in writing.

## Article 29 — Amendment

The Owner may, from time to time, request changes in the scope of the Contractor's services under this Contract. Changes mutually agreed upon by the Owner and the Contractor, including any increase or decrease in the Contractor's compensation, shall be incorporated in a written amendment to this Contract.

## Article 30 — Electronic Communications

Whenever the Contract Documents require notice, consent, approval, direction, interpretation, or other written communication, that communication may be transmitted by electronic mail, secure electronic document exchange, or other electronic means approved by the Owner.

Electronic communications have the same force and effect as written correspondence when transmitted by an authorized representative of the sending party and capable of being retained by the receiving party.

Electronic communications shall not modify the Contract Price, Contract Time, or scope of the Work unless incorporated into a written Change Order executed under Article 18.

## Article 31 — Successors

This Agreement is for the benefit of, and is binding upon, the parties and their respective successors and assigns.

## Article 32 — Entire Agreement

This Agreement constitutes the entire agreement between the parties. Any prior understanding or representation of any kind related to its subject matter, preceding the date of this Agreement, is not binding on either party except to the extent incorporated in this Agreement.

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<sup>14</sup>24 C.F.R. Part 8 — Section 504 nondiscrimination on the basis of disability in HUD-assisted programs. Verify at [ecfr.gov](https://www.ecfr.gov).

### **Article 33 — Validity of Provisions**

Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision, or its application in a particular circumstance, is judged invalid or unenforceable, the remainder of this Agreement, and the application of that provision to other parties or circumstances, is not affected.

### **Article 34 — Interpretation of Specifications**

Each service set forth in this contract shall be given the interpretation customarily afforded a contracting company in the relevant construction trade, unless that interpretation conflicts with federal, state, or local regulation, in which case the regulatory interpretation governs.

### **Article 35 — Execution**

The Owner represents that it has adopted this Agreement by resolution, ordinance, or other action of its governing body, as applicable, approved by a majority of the members thereof.

### **Article 36 — Time Is of the Essence**

It is specifically declared and agreed that time is of the essence in this Agreement.

### **Article 37 — Remedies**

The parties to this Agreement have all remedies available at law or in equity for any violation of its terms, including, without limitation, the equitable remedy of specific performance.

### **Article 38 — Dispute Resolution**

The parties shall attempt in good faith to resolve any dispute arising under this Contract first through discussion between the Contractor's on-site supervisor and the Owner's Representative at the project level, and, if unresolved, through discussion between the Contractor's and Owner's respective management. If a dispute remains unresolved, either party may request non-binding mediation before pursuing litigation. Nothing in this Article requires binding arbitration, and neither party is obligated to arbitrate any dispute arising under this Contract.

## Section E. Proposal Forms

### Bid Form

Place: *Marion, Ohio, Marion County* Date: \_\_\_\_\_

Proposal of \_\_\_\_\_ ] (“Bidder”), [ *a corporation organized under the laws of the State of \_\_\_\_ / a partnership / an individual doing business as \_\_\_\_* ], to *City of Marion, Ohio* ] (“Owner”).

The Bidder, in compliance with the invitation for bids, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all conditions surrounding construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the unit prices stated in the attached Unit Prices Form. These prices cover all expenses incurred in performing the work required under the contract documents.

Bidder agrees to commence work on or before the date specified in the written Notice to Proceed and to fully complete the project within the Contract Time stated in Article 19.C (Time), and agrees to pay liquidated damages at the rate stated in that Article for each day of default thereafter.

Bidder acknowledges receipt of the following addenda: \_\_\_\_\_, *dated* \_\_\_\_\_, *dated* \_\_\_\_\_.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in bidding, and that this bid shall remain open and may not be withdrawn for thirty (30) calendar days after the scheduled closing time for receipt of bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract within ten (10) days and deliver the required contract bond(s) and certificates of insurance. If Bidder fails to do so, the bid guaranty is forfeited as liquidated damages to the extent provided by Section 153.54 of the Ohio Revised Code<sup>15</sup> and by the terms of the guaranty furnished.

Respectfully submitted:

By: \_\_\_\_\_ Name/Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone:: \_\_\_\_\_ Email: \_\_\_\_\_

<sup>15</sup>Ohio Rev. Code § 153.54 — bid guaranty required on Ohio public improvement contracts, no dollar threshold. Verify at [codes.ohio.gov](http://codes.ohio.gov).



**Lump Sum Prices:**

**Replacing the west roof over the gymnasium (50' x 114') as priority #1**

**Labor:** \_\_\_\_\_

**Material:** \_\_\_\_\_

**Priority #1 subtotal:** \_\_\_\_\_

**Replacing the lower roof over the southwest entrance (20' x 36' ) priority #2**

**Labor:** \_\_\_\_\_

**Material:** \_\_\_\_\_

**Priority #2 subtotal:** \_\_\_\_\_

**Repairing and/or replacing Facia priority #3**

**Labor:** \_\_\_\_\_

**Material:** \_\_\_\_\_

**Priority #3 subtotal:** \_\_\_\_\_

**There are two alternates: To be included if funds are available to complete these sections.**

**Alt #1 (middle roof 24' x 50')**

**Labor:** \_\_\_\_\_

**Material:** \_\_\_\_\_

**Alt #1 subtotal:** \_\_\_\_\_

**Alt #2 (east roof 36' x 50' )**

**Labor:** \_\_\_\_\_

**Material:** \_\_\_\_\_

**Alt #2 subtotal:** \_\_\_\_\_

**Grand total for Priorities 1, 2, 3 and Alt #1 and #2:** \_\_\_\_\_



Bidder: \_\_\_\_\_ Project: *[ Rec Center Roof ]* Owner: *City of Marion, OH ]*

This form is attached to and forms part of the Bid Form. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum based on performance and measurement of each item of work.

**Unit Pricing: will be quoted labor and material on a per linear foot basis, as necessary**

**Metal:** \$ \_\_\_\_\_ per LF

**Wood coping** \$ \_\_\_\_\_ per LF

**Insulation replacement** \$ \_\_\_\_\_ per LF

Amounts shall include all labor, materials, hauling, shoring, removal, overhead, profit, insurance, and all other costs of the finished work described.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
*[ day ] [ month, year ]*

Submitted by: \_\_\_\_\_  
*[ firm/corporation name ]*

Authorized signature: \_\_\_\_\_ *[ signature ]*

Printed name: \_\_\_\_\_ *[ name ]*

Title: \_\_\_\_\_  
*[Sole Proprietor / Partner / President / Vice President]*



## Affidavit of Contractor or Supplier of Non-Delinquency of Personal Property Taxes

O.R.C. § 5719.042 (Successful Contractors to Submit Sworn Statement of No Tax Liability)

State of Ohio, County of \_\_\_\_\_, ss:

*Affiant name* \_\_\_\_\_, being first duly sworn, deposes and says that he/she is the *title* \_\_\_\_\_ of *[ Contractor name and address ]* \_\_\_\_\_ and, as its duly authorized representative, states that the Contractor

( ) is not charged, or ( ) is charged (amount: \$ \_\_\_\_\_, county: \_\_\_\_\_), with delinquent personal property taxes on the general tax list of personal property of any county in which the Owner has territory, as of the date this bid was submitted.

Affiant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Notary Public

\_\_\_\_\_  
*Seal:* \_\_\_\_\_ *Exp.* \_\_\_\_\_

## Certification of Workers' Compensation Coverage

Name of Contractor: \_\_\_\_\_ Project: *[ Rec Center Roof ]*

The undersigned certifies that the Contractor is in compliance with the workers' compensation laws of the State of Ohio and carries active coverage through the Ohio Bureau of Workers' Compensation (or an approved self-insurance program), consistent with Article 8.C (Insurance) of the General Contract Conditions, and shall furnish evidence of coverage (a certificate of premium payment or equivalent) before commencing work.

BWC Policy/Risk Number: \_\_\_\_\_ Signature: \_\_\_\_\_

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



## Bid Guaranty and Contract Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, [ *Principal/Bidder name* ], \_\_\_\_\_ as Principal, and [ *Surety name* ] \_\_\_\_\_, as Surety, are held and firmly bound unto *City of Marion* as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ for [ *Rec Center Roof* ], incorporating any additive or deductive alternates accepted by the Obligee. The penal sum shall not exceed [ *\$ amount, or state "the full amount of the bid"* ] \_\_\_\_\_

For payment of the penal sum, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH that: if the Obligee accepts the Principal's bid and the Principal fails to enter into a proper contract in accordance with the bid, plans, and specifications, and the Principal pays the Obligee the difference (not to exceed ten percent of the penal sum) between the bid amount and the amount for which the Obligee may in good faith contract with the next lowest responsible bidder, or, if the Obligee resubmits the project for bidding instead, pays the Obligee's reasonable costs of resubmission, whichever is less — or, if the Obligee accepts the bid and the Principal, within ten days of award, enters into a proper contract in accordance with the bid — then this obligation is void; otherwise it remains in full force.

IF the Principal well and faithfully performs every condition of such contract, indemnifies the Obligee against all damage from failure to perform it, and pays all lawful claims of subcontractors, material suppliers, and laborers for labor and materials furnished in performing the contract (this undertaking being for the benefit of any such claimant as well as the Obligee), then this obligation is void; otherwise it remains in full force, provided the Surety's liability for any and all claims under this bond shall not exceed the penal sum stated above.

The Surety stipulates that no modification, omission, or addition to the terms of the contract, plans, or specifications shall affect its obligations on this bond, and waives notice of any such modification, omission, or addition.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Principal: \_\_\_\_\_ By: \_\_\_\_\_, *title* \_\_\_\_\_

Surety: \_\_\_\_\_ Attorney-in-Fact: *name* \_\_\_\_\_

Surety company address: \_\_\_\_\_

Surety agent name and address: \_\_\_\_\_



## Noncollusion Affidavit

State of Ohio, Marion County

BID for [ *Rec Center Roof* ]

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is [ *sole owner / a partner / president / secretary, etc.* ] of \_\_\_\_\_ the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to submit a sham bid or to refrain from bidding; that the Bidder has not, directly or indirectly, sought by agreement, communication, or conference with any other bidder to fix any overhead, profit, or cost element of its bid or that of any other bidder, or to secure any advantage against the Owner or anyone interested in the proposed contract; that all statements in the bid are true; and that the Bidder has not, directly or indirectly, submitted its bid price or any breakdown of it, or divulged information relative to it, or paid or agreed to pay any fee in connection with it, to any corporation, partnership, company, association, organization, or bid depository, or to any member or agent of any of those, except to persons having a partnership or other financial interest with the Bidder in its general business.

Signed: [ *signature* ]

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public: [ *signature, seal* ]

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*Exp. Date:* \_\_\_\_\_



## Bonding and Insurance Requirements

Two independent bonding regimes apply to Owner construction contracts, and both matter regardless of project size:

Ohio law. Section 153.54 of the Ohio Revised Code<sup>16</sup> requires a bid guaranty on every public improvement contract the Owner lets, with no low-dollar exception, in one of two forms: a bond for the full amount of the bid, or a certified check, cashier's check, or letter of credit equal to ten percent of the bid. See Item 5 of the Instructions to Bidders, which states the two options and how each is returned. Standard practice under the same statute is a performance bond and a payment bond, each for 100 percent of the contract price, upon award. This applies to Owner contracts at any dollar amount, independent of federal CDBG funding.

Federal floor. Separately, under 2 CFR 200.326<sup>17</sup>, for construction or facility-improvement contracts or subcontracts exceeding the federal simplified acquisition threshold — currently \$350,000 under FAR 2.101, most recently adjusted 10/1/2025 (confirm the current figure at [acquisition.gov](https://www.acquisition.gov) before relying on it) — the federal awarding agency's own minimum bonding requirements apply unless it has determined that the Owner's bonding policy already adequately protects the federal interest. Those minimums (a 5% bid guarantee, and 100% performance and payment bonds) mirror what Ohio law already requires, so in practice this federal floor rarely changes what the Owner must do; it is not a threshold below which bonding can be skipped.

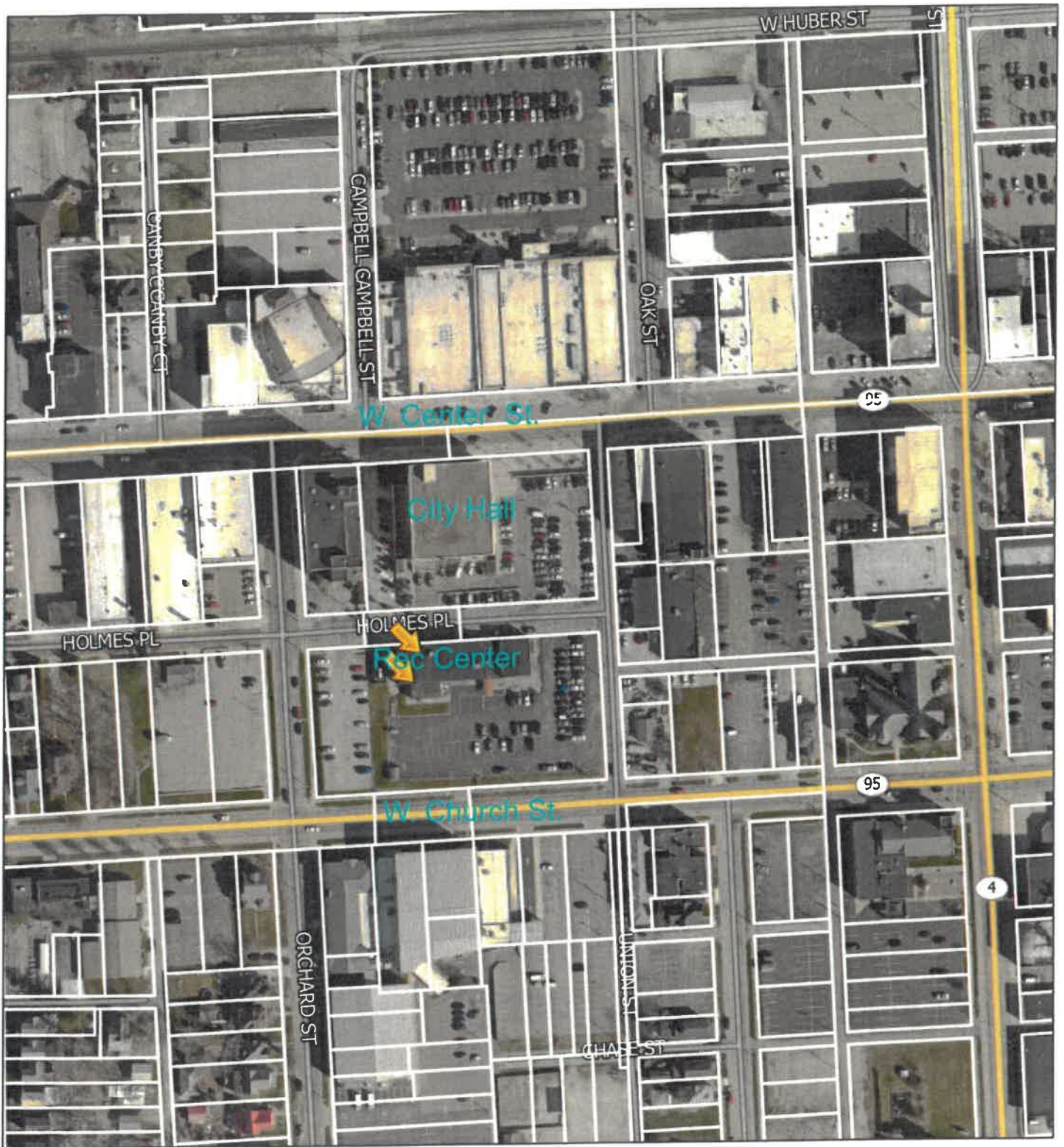
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<sup>16</sup>Ohio Rev. Code § 153.54 — bid guaranty required on Ohio public improvement contracts, no dollar threshold. Verify at [codes.ohio.gov](https://codes.ohio.gov).

<sup>17</sup>2 C.F.R. § 200.326 — bonding requirements for construction/facility contracts above the federal simplified acquisition threshold. Verify at [eefr.gov](https://eefr.gov).

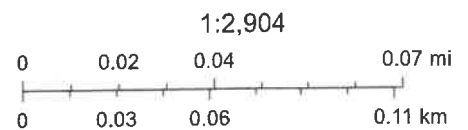


# 240 W. Church St., Behind City Hall



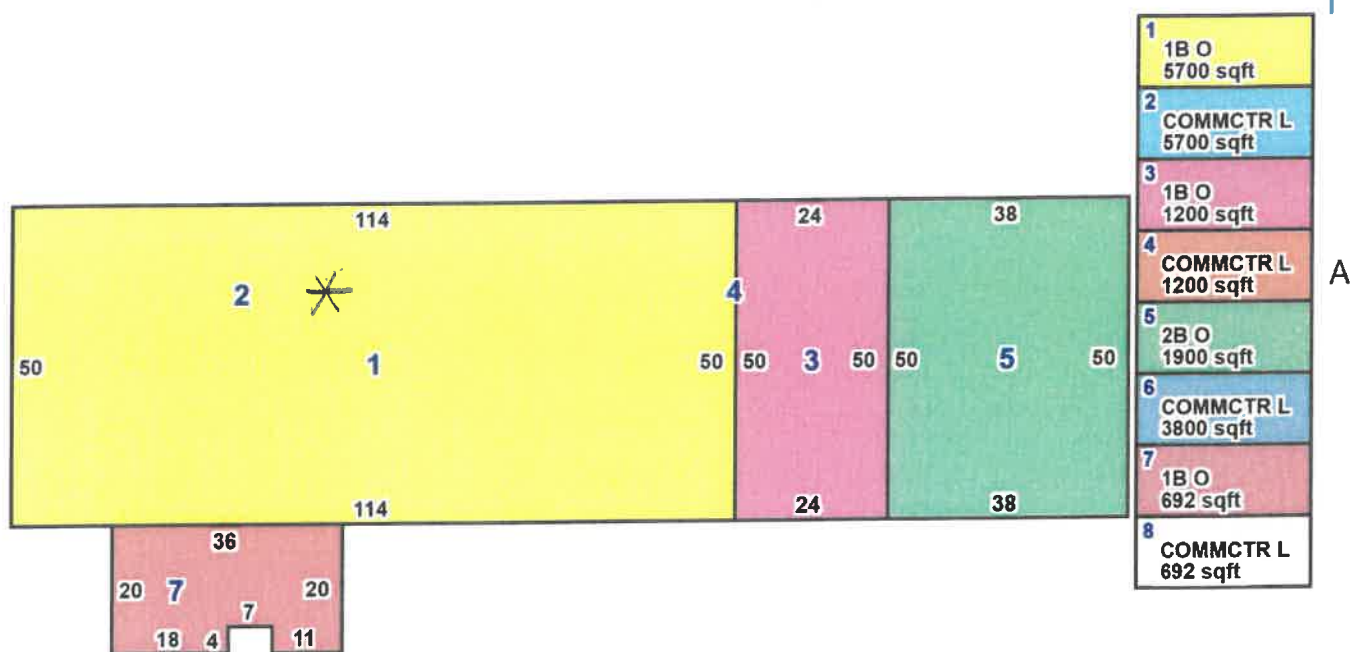
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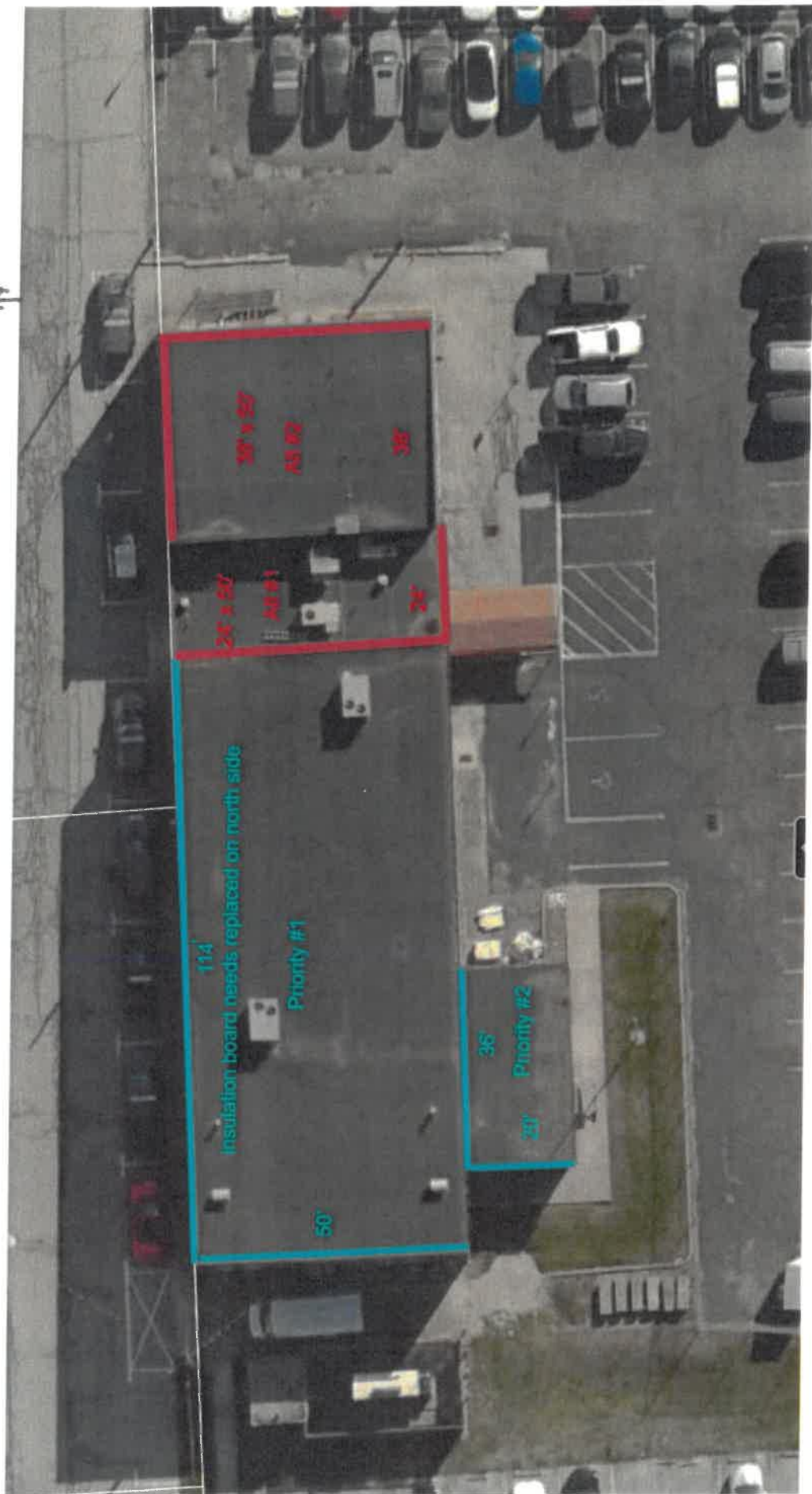




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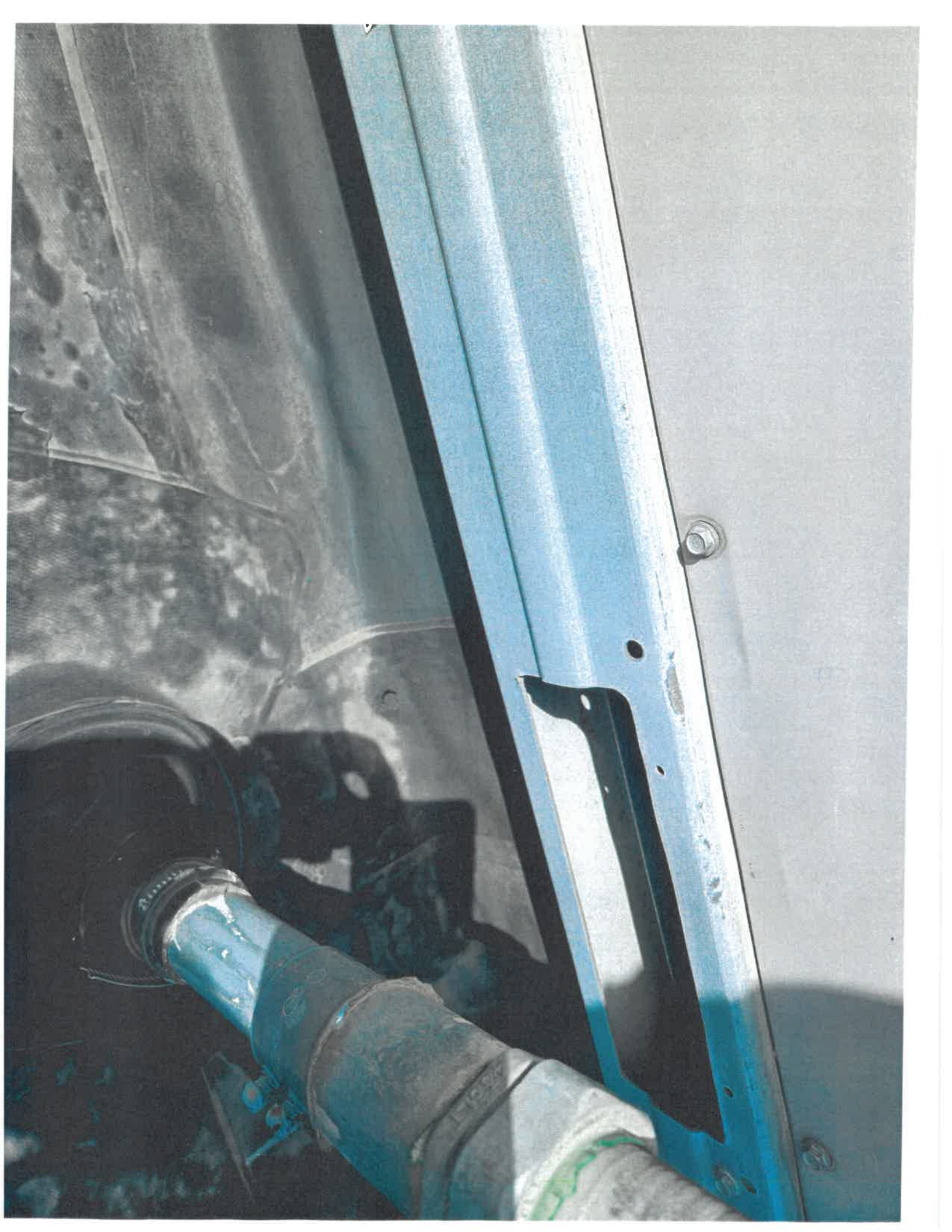














## Section G. Federal Labor Standards Provisions

Applicability: The project or program to which the construction work covered by this contract pertains is assisted by the United States of America, and the Federal Labor Standards Provisions are included in this Contract pursuant to the requirements applicable to such federal assistance, covering at minimum:

- Minimum wages and fringe benefits (29 CFR Part 5<sup>44</sup>), including procedures for additional classifications and conformance
- Withholding of accrued payments to enforce wage compliance
- Certified payroll and basic-records requirements, submitted weekly, with a signed Statement of Compliance
- Apprentice and trainee wage rules tied to registered federal or state programs
- Compliance with Copeland Act anti-kickback requirements (29 CFR Part 3<sup>45</sup>)
- Contractor termination and debarment for breach of the labor standards clauses
- Contract Work Hours and Safety Standards Act overtime requirements and liquidated damages for violations
- Health and safety requirements under 29 CFR Part 1926<sup>46</sup>
- Posting of the wage determination, the Davis-Bacon poster (WH-1321), and other required employee-rights notices at the job site at all times, in a place workers can readily see
- Procedures for disputes concerning labor standards, and certification of contractor eligibility

A Certificate of Compliance with Federal Labor Standards Provisions shall be executed by the Contractor and by each Subcontractor, in the form below.

### Certificate of Compliance with Federal Labor Standards Provisions

Project: [ *Rec Center Roof* ]    Project Number: [ *number* ]    Firm: [ *Contractor / Subcontractor name* ]

The undersigned, a duly authorized representative of the firm named above, certifies that he or she has examined the Federal Labor Standards Provisions (form HUD-4010) and the applicable Davis-Bacon wage determination incorporated into this Contract, and understands that:

- The firm is responsible for employing only eligible subcontractors, under written subcontracts that contain the Federal Labor Standards Provisions;
- The firm is responsible for payment of federal prevailing wage rates by its subcontractors, and may be required to make restitution to underpaid workers if a subcontractor fails to pay them;
- The firm is responsible for collecting weekly certified payrolls from its subcontractors, reviewing them for compliance with the applicable wage rates, and forwarding them to the Owner; and
- Only the classifications listed in the bid documents, together with any classification later conformed under 29 CFR 5.5(a)(1)(ii), apply to this project; no classification may be added unilaterally after award.

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<sup>44</sup>29 C.F.R. Part 5 — Davis-Bacon labor standards. Verify at [ecfr.gov](http://ecfr.gov).

<sup>45</sup>29 C.F.R. Part 3 — Copeland Anti-Kickback Act. Verify at [ecfr.gov](http://ecfr.gov).

<sup>46</sup>29 C.F.R. Part 1926 — OSHA construction safety standards. Verify at [ecfr.gov](http://ecfr.gov).

The firm agrees to perform all of its responsibilities under the Federal Labor Standards Provisions diligently and effectively.

Name / Title: *[ printed name, title ]*    Signature: *[ signature ]*    Date: *[ date ]*

CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned \_\_\_\_\_, the duly authorized representative of \_\_\_\_\_ (hereinafter referred to as the contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions. The contractor understands that:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

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

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

# NOTICE TO ALL EMPLOYEES

## Working on Federal or Federally Financed Construction Projects



### MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

### OVERTIME

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

### APPRENTICES

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

### PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

Evelyn Warr-Cummings  
222 W. Center ST.  
Marion, OH 43302  
740-223-4140

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under: U.S. Department of Labor  
Employment Standards Administration



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# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

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THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

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**PREVAILING  
WAGES**

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

**OVERTIME**

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

**ENFORCEMENT**

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

**APPRENTICES**

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

**PROPER PAY**

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

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

For additional information:



**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

## PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

***Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.***

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

OR SUBCONTRACTOR

U.S. Wage and Hour Division  
Rev. Dec. 2008

OMB No.: 1235-0008  
Expires: 02/28/2018

**PAYROLL NO.**

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(e). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

## Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

**(over)**

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)  
\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_  
(Building or Work)

\_\_\_\_\_ 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

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

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; 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<br>SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE<br>31 OF THE UNITED STATES CODE. |             |

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

|                             |                         |
|-----------------------------|-------------------------|
| TO (Appropriate Recipient): | DATE                    |
| C/O                         | PROJECT NUMBER (If Any) |
|                             | PROJECT NAME            |

1. The undersigned, having executed a contract with \_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 278a-2(a)].
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned is:

(b) The undersigned is:

- \_\_\_\_\_ (1) A Single Proprietorship
- \_\_\_\_\_ (2) A corporation organized in the State of \_\_\_\_\_
- \_\_\_\_\_ (3) A Partnership
- \_\_\_\_\_ (4) Other Organization (Describe): \_\_\_\_\_

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

| NAME | TITLE | ADDRESS |
|------|-------|---------|
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |

- (d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

| NAME | ADDRESS | NATURE OF INTEREST |
|------|---------|--------------------|
|      |         |                    |
|      |         |                    |
|      |         |                    |
|      |         |                    |
|      |         |                    |

- (e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

| NAME | ADDRESS | TRADE CLASSIFICATION |
|------|---------|----------------------|
|      |         |                      |
|      |         |                      |
|      |         |                      |
|      |         |                      |
|      |         |                      |

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(By)

**WARNING**

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

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**SUBCONTRACTOR'S CERTIFICATION**  
**CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

|                                            |                                                                                                                                                                                                                                            |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TO (Appropriate Recipient):<br><br><br>C/O | <div style="border-bottom: 1px solid black; margin-bottom: 5px;">DATE</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">PROJECT NUMBER (If Any)</div> <div style="border-bottom: 1px solid black;">PROJECT NAME</div> |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

1. The undersigned, having executed a contract with;

for;

in the amount of \$ \_\_\_\_\_ for the construction of the above-identified project certifies that:

- (a) The Labor Standards provisions of The Contract For Construction are included in the aforesaid contract;
  - (b) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

The workmen will report for duty on or about \_\_\_\_\_ (Date)

3. He certifies that:

(a) The legal name and the business address of the undersigned is:

(b) The undersigned is:

- \_\_\_\_\_ (1) A Single Proprietorship
- \_\_\_\_\_ (2) A corporation organized in the State of \_\_\_\_\_
- \_\_\_\_\_ (3) A Partnership
- \_\_\_\_\_ (4) Other Organization (Describe): \_\_\_\_\_

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

| NAME | TITLE | ADDRESS |
|------|-------|---------|
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |

- (d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

| NAME | ADDRESS | NATURE OF INTEREST |
|------|---------|--------------------|
|      |         |                    |
|      |         |                    |
|      |         |                    |
|      |         |                    |
|      |         |                    |

- (e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

| NAME | ADDRESS | TRADE CLASSIFICATION |
|------|---------|----------------------|
|      |         |                      |
|      |         |                      |
|      |         |                      |
|      |         |                      |
|      |         |                      |

Date: \_\_\_\_\_

\_\_\_\_\_  
(Subcontractor)

\_\_\_\_\_  
(By)

#### WARNING

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

# Equal Employment Opportunity is...

# THE LAW

## Private Employment, State and Local Government, Educational Institutions

### Race, Color, Religion, Sex, National Origin

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

Applicants to and employees of most private employers, State and local governments and public or private educational institutions are protected. Employment agencies, labor unions and apprenticeship programs also are covered.

### Age

The Age Discrimination in Employment Act of 1967, as amended, prohibits age discrimination and protects applicants and employees aged 40-70 from discrimination in hiring, promotion, discharge, pay, fringe benefits and other aspects of employment. The law covers most private employers, State and local governments, educational institutions, employment agencies and labor organizations.

### Sex (wages)

In addition to the sex discrimination prohibited by Title VII of the Civil Rights Act (see above) The Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment. The law covers most private employers, State and local governments and educational institutions. Labor organizations cannot cause employers to violate the law. Many employers not covered by Title VII, because of size, are covered by the Equal Pay Act.

If you believe that you have been discriminated against under any of the above laws, you should immediately contact:



The U.S. Equal Employment Opportunity Commission  
2401 "E" Street, N.W.  
Washington, D.C. 20508  
or an EEOC District Office,  
listed in most telephone  
directories as U.S. Government.

## Employers holding Federal contracts or subcontracts

### Race, Color, Religion, Sex, National Origin

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

### Handicap

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of handicap and requires affirmative action to employ and advance in employment qualified handicapped individuals who, with reasonable accommodation, can perform the functions of a job.

### Vietnam Era and Disabled Veterans

Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified disabled veterans.

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the authorities above. Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act or Section 402 of the Vietnam Era Veterans Readjustment Assistance Act should contact immediately:



The Office of Federal  
Contract Compliance  
Programs (OFCCP)  
Employment Standards  
Administration  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210  
or an OFCCP regional or area office.  
Listed in most telephone directories  
under U.S. Government, Department of  
Labor.

## Programs or activities receiving Federal financial assistance

### Handicap

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of handicap in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against handicapped persons who, with reasonable accommodation, can perform the essential functions of a job.

### Race, Color, National Origin

In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

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

## Don't Forget...

## Equal Employment Opportunity is the Law!

## DEPARTMENT OF INDUSTRIAL RELATIONS

JAMES W. HARRIS  
Director

STATE OF OHIO



RICHARD F. CELESTE, Governor

Division of Prevailing Wage, Minimum  
Wage and Minors

TERESA L. FITZPATRICK  
Chief of Division

# MINOR LABOR LAWS

## OHIO REVISED CODE CHAPTER 4109.

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

NO person under 16 shall be employed:

1. During school hours except where specifically permitted by Chapter 4103.
2. Before 7 a.m. or after 9 p.m. from June 1st to September 1st or during any school holiday of 5 school days or more; or after 7 p.m. at any other time.
3. For more than 3 hours a day in any school day.
4. For more than 18 hours in any school week.
5. For more than 8 hours in any day when school is not in session.
6. For more than 40 hours in any week that school is not in session nor during school hours unless employment is incidental to bona fide programs of vocational cooperative training, work-study, or other work-oriented programs with the purpose of educating students, and the program meets standards established by the state board of education.

WORKING PERMITS: Every minor 14 to 18 years of age must have a working permit unless otherwise stated in Chapter 4109.

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

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

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

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

### NO LIMITATIONS ON HOURS BY MINORS 16 and 17 YEARS OF AGE

### PROHIBITED OCCUPATIONS FOR MINORS UNDER 16 YEARS OF AGE

1. All manufacturing; mining; processing; public messenger service;
2. Work in freezers; meat coolers and all preparation of meats for sale (except wrapping, sealing, labeling, weighing, pricing and stocking);
3. Transportation; warehousing; storage; communications; public utilities; construction; repair;
4. Work in boiler or engine rooms; maintenance or repair of machinery;
5. Outside window washing from window sills or scaffolding and/or ladders;

6. Cooking and baking; operating, setting up, adjusting, cleaning, oiling or repairing power-driven food slicers, grinders, food choppers, cutters, bakery type mixers;

7. Loading and unloading goods to and from trucks;

8. All warehouse work except office and clerical;

9. Work in connection with cars and trucks involving the use of pits, racks, or lifting apparatus or involving the inflation of any tire mounted on a rim equipped with a removable retaining ring.

### PROHIBITED OCCUPATIONS FOR MINORS 16 and 17 YEARS OF AGE

1. Occupations involving slaughtering, meat-packing, processing or rendering;
2. Power-driven bakery machines;
3. Occupations involved in the manufacture of brick, tile and kindred products;
4. Occupations involved in the manufacture of chemicals;
5. Manufacturing or storage occupations involving explosives;
6. Occupations involving exposure to radioactive substances and to ionizing radiation;
7. Power-driven paper products machines;
8. Power-driven metal forming, punching, and shearing machines;
9. Occupations involved in the operation of power-driven circular saws, band saws and guillotine shears;

10. Power-driven woodworking machines;

11. Coal mines;

12. Occupations in connection with mining, other than coal;

13. Logging and sawmilling;

14. Motor vehicle driving;

15. Maritime and longshoreman occupations;

16. Railroads;

17. Excavating operations;

18. Power-driven hoisting apparatus;

19. Roofing operations;

20. Wrecking, demolition, and shipbreaking.

### \*CHAPTER 4109 DOES NOT APPLY TO:

- (1) Minors who are students working on any property guarded machines in the manual training department of any school under personal supervision;
- (2) Students participating in a vocational program approved by the State Department of Education;
- (3) Minors participating in a play or outdoor drama;
- (4) Minors participating without remuneration with consent of parents;
- (5) Minors employed by their parents in non-hazardous occupations;

- (6) Minors engaged in the delivery of newspapers;
- (7) Minors who have graduated from an accredited secondary school;
- (8) Minors who are currently heads of household or parents supporting their children;
- (9) Minors engaged in lawnmowing, snow shoveling and other similar residential employment on a casual basis;
- (10) Minors employed in agriculture on farms operated by their parents or guardians. Minors are NOT exempt who reside in agriculture labor camps.

SUMMER EMPLOYMENT: Minors 16 and 17 years of age shall not be required to provide a working permit after the last day of the school term in the Spring and before the first day of the school term in the Fall (in non-hazardous employment.) The minor shall provide the employer with the following:

1. Evidence of proof of age;
2. Statement signed by the minor's parent or guardian consenting to the proposed employment.

### POST IN A CONSPICUOUS PLACE

For Further Information

Ohio Department of Industrial Relations  
Division of Prevailing Wage, Minimum Wage and Minors  
2323 West Fifth Avenue, P. O. Box 825  
Columbus, Ohio 43216  
Phone: 414-66-4340

# JOB SAFETY & HEALTH PROTECTION

The Occupational Safety and Health Act of 1970 provides job safety and health protection for workers by promoting safe and healthful working conditions throughout the Nation. Requirements of the Act include the following:

## Employers

All employers must furnish to employees employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious harm to employees. Employers must comply with occupational safety and health standards issued under the Act.

## Employees

Employees must comply with all occupational safety and health standards, rules, regulations and orders issued under the Act that apply to their own actions and conduct on the job.

The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor has the primary responsibility for administering the Act. OSHA issues occupational safety and health standards, and its Compliance Safety and Health Officers conduct jobsite inspections to help ensure compliance with the Act.

## Inspection

The Act requires that a representative of the employer and a representative authorized by the employees be given an opportunity to accompany the OSHA inspector for the purpose of aiding the inspection.

Where there is no authorized employee representative, the OSHA Compliance Officer must consult with a reasonable number of employees concerning safety and health conditions in the workplace.

## Complaint

Employees or their representatives have the right to file a complaint with the nearest OSHA office requesting an inspection if they believe unsafe or unhealthful conditions exist in their workplace. OSHA will withhold, on request, names of employees complaining.

The Act provides that employees may not be discharged or discriminated against in any way for filing safety and health complaints or for otherwise exercising their rights under the Act.

Employees who believe they have been discriminated against may file a complaint with their nearest OSHA office within 30 days of the alleged discrimination.

## Citation

If upon inspection OSHA believes an employer has violated the Act, a citation alleging such violations will be issued to the employer. Each

citation will specify a time period within which the alleged violation must be corrected.

The OSHA citation must be prominently displayed at or near the place of alleged violation for three days, or until it is corrected, whichever is later, to warn employees of dangers that may exist there.

## Proposed Penalty

The Act provides for mandatory penalties against employers of up to \$1,000 for each serious violation and for optional penalties of up to \$1,000 for each nonserious violation. Penalties of up to \$1,000 per day may be proposed for failure to correct violations within the proposed time period. Also, any employer who willfully or repeatedly violates the Act may be assessed penalties of up to \$10,000 for each such violation.

Criminal penalties are also provided for in the Act. Any willful violation resulting in death of an employee, upon conviction, is punishable by a fine of not more than \$10,000, or by imprisonment for not more than six months, or by both. Conviction of an employer after a first conviction doubles these maximum penalties.

## Voluntary Activity

While providing penalties for violations, the Act also encourages efforts by labor and management, before an OSHA inspection, to reduce workplace hazards voluntarily and to develop and improve safety and health programs in all workplaces and industries. OSHA's Voluntary Protection Programs recognize outstanding efforts of this nature.

Such voluntary action should initially focus on the identification and elimination of hazards that could cause death, injury, or illness to employees and supervisors. There are many public and private organizations that can provide information and assistance in this effort, if requested. Also, your local OSHA office can provide considerable help and advice on solving safety and health problems or can refer you to other sources for help such as training.

## Consultation

Free consultative assistance, without citation or penalty, is available to employers, on request, through OSHA supported programs in most State departments of labor or health.

## More Information

Additional information and copies of the Act, specific OSHA safety and health standards, and other applicable regulations may be obtained from your employer or from the nearest OSHA Regional Office in the following locations:

Atlanta, Georgia  
Boston, Massachusetts  
Chicago, Illinois  
Dallas, Texas  
Denver, Colorado  
Kansas City, Missouri  
New York, New York  
Philadelphia, Pennsylvania  
San Francisco, California  
Seattle, Washington

Telephone numbers for these offices, and additional area office locations, are listed in the telephone directory under the United States Department of Labor in the United States Government listing.

Washington, D.C.  
1985  
OSHA 2203

*William E. Brock*

William E. Brock, Secretary of Labor

U.S. Department of Labor  
Occupational Safety and Health Administration



## **Federal regulations**

- 2 CFR 200.1, .214, .216, .318, .321, .323, .326, .334 — Uniform Guidance: thresholds, exclusion screening, telecommunications prohibition, conflicts of interest, small/minority/women's business outreach, recovered materials, bonding, record retention
- 2 CFR 200.305 — federal payment and cash management
- 2 CFR Parts 180 and 2424 — governmentwide and HUD debarment and suspension
- 2 CFR Part 184 — Build America, Buy America implementing regulation
- 24 CFR Part 8 — Section 504 nondiscrimination in HUD programs
- 24 CFR Part 24 — HUD contractor eligibility
- 24 CFR Part 35 — lead-based paint
- 24 CFR Part 58 — environmental review and Release of Funds
- 24 CFR Part 75 — Section 3 (replaced Part 135 effective Nov. 30, 2020)
- 24 CFR 570.490(d) — state-administered CDBG recordkeeping
- 29 CFR Parts 3, 5 — Copeland Act and Davis-Bacon labor standards, incl. 5.5(a)(1)(i) posting and 5.5(a)(3)(ii)(A) payroll PII limits
- 29 CFR Part 1926 — OSHA construction safety standards
- 40 CFR Part 247 — EPA recovered-materials guidelines
- 41 CFR 60-1.4(b) — equal opportunity clause (see the open item in the Revision Memorandum)

## **Executive orders and Federal Register notices**

- E.O. 11246 (1965), revoked by E.O. 14173 (Jan. 21, 2025)
- 79 FR 29671 (May 23, 2014) — HUD notice permitting the 2010 ADA Standards in place of UFAS

## **Ohio OCD policy and program materials**

- OCD Policy Notice 24-02 — Procurement and Contract Requirements for Federally Funded OCD Programs (eff. Oct. 3, 2023; issued Dec. 1, 2024); supersedes OCD 21-03
- OCD Policy Notice 21-04 — Section 3 Policy and Procedures (eff. July 1, 2021)
- OCD Information Update IU-2026-09 — Contract Activity and Labor Standards Enforcement Reporting Deadline (Feb. 26, 2026)
- OCD CDBG Grant Agreement, Section 9 — records, access, and maintenance
- OCD monitoring tool (OCI CDP Monitoring Tool, 2023 edition) — Procurement, Contract, and Labor tabs
- OCD Technical Assistance site — [development.my.site.com/OCDTA](https://development.my.site.com/OCDTA)

## **Training and secondary materials**

- Ohio Conference of Community Development (OCCD, [occd.org](http://occd.org)) — conference and training presentations, including Build America Buy America (July 2026 and Nov. 2025), Ohio Public Construction 101 (July 2023), federal and state procurement (Sept. 2023), Section 3 (Oct. 2025), executive orders and their impact (Nov. 2025), and OCD's own common monitoring findings presentation (April 2026)
- U.S. Department of Labor — Prevailing Wage Resource Book; Fact Sheet #66 (Davis-Bacon and Related Acts); form WH-347 and instructions
- HUD — form HUD-4010 (Federal Labor Standards Provisions); Davis-Bacon and Labor Standards forms; Factors of Labor Standards Applicability

*Verification addresses: Ohio statutes and administrative code at [codes.ohio.gov](http://codes.ohio.gov); federal regulations at [ecfr.gov](http://ecfr.gov); federal statutes at [uscode.house.gov](http://uscode.house.gov); federal acquisition thresholds at [acquisition.gov](http://acquisition.gov); wage determinations at [SAM.gov](http://SAM.gov); OCD policy notices through the OCD Technical Assistance site or [compliance@development.ohio.gov](mailto:compliance@development.ohio.gov).*

## Sources and Authorities

Every authority this template relies on, grouped by type. Footnotes throughout Sections A–H cite these at the point of use; this list is the consolidated view, for checking currency when the template is next revised. Nothing here is contract language — this section is for internal use and would be removed before a packet is issued to bidders.

### Ohio Revised Code

- R.C. 9.75 — prohibits requiring contractors to employ a set number or percentage of local residents on a public improvement; upheld in *Cleveland v. State*, 2020-Ohio-1621
- R.C. 102.03(A) — Ohio Ethics Law; public officials' financial interests
- R.C. 149.43 — Ohio Public Records Act, including the exemption for records whose release is barred by other law
- R.C. 153.05 — foreign corporation service-of-process filing
- R.C. 153.12 — awarded contract price may not exceed the cost estimate by more than 20%
- R.C. 153.54 — bid guaranty required on public improvement contracts, no dollar threshold
- R.C. 153.571 — statutory combined bid guaranty and contract bond form
- R.C. 153.63 — retainage on public improvement contracts
- R.C. 307.87 — county option for online publication of public notices
- R.C. Chapter 1306 — Uniform Electronic Transactions Act; validity of electronic signatures
- R.C. Chapter 4115, esp. 4115.04(B)(1) — Ohio prevailing wage and its exemption for federally funded improvements
- R.C. 4511.09 — statutory basis for the Ohio Manual of Uniform Traffic Control Devices
- R.C. 5719.042 — contractor's sworn statement of no delinquent personal property tax
- R.C. 4123.01–4123.94 — Ohio workers' compensation
- OAC 4101:9-2 — minors in hazardous employment (Administrative Code, not Revised Code)

### Federal statutes

- 12 U.S.C. 1701u — Section 3 of the Housing and Urban Development Act of 1968
- 31 U.S.C. 1352 — Byrd Anti-Lobbying Amendment
- 33 U.S.C. 1251 et seq. — Federal Water Pollution Control Act
- 41 U.S.C. 8303 — Build America, Buy America Act
- 42 U.S.C. 6321 et seq. — Energy Policy and Conservation Act
- 42 U.S.C. 7401 et seq. — Clean Air Act
- Title VI and Title VII, Civil Rights Act of 1964; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973; Americans with Disabilities Act

## Section B. Instructions to Bidders

The Owner, herein called the "Owner," invites bids on the form attached hereto, all blanks of which must be appropriately filled in for *Rec Center Roof*, located at *240 W. Church St., Marion, OH 43302*.

Separate sealed bids will be accepted until the date and time stated in the Notice to Contractors and then publicly opened and read aloud. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within thirty (30) days after the date of opening.

### 1. Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by a bid guaranty in one of the forms permitted by Item 5 below; the Noncollusion Affidavit; and the Affidavit of Non-Delinquency of Personal Property Taxes. All blank spaces for bid prices must be filled in legibly, in both words and figures. In case of discrepancy, the amount in words governs.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, the bidder's address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Bid Form.

### 2. Modification of Bid

A bidder may modify a submitted bid by written or electronic communication at any time prior to the scheduled closing time, provided the Owner receives it before closing and the modification does not reveal the bid price until the sealed bid is opened. The modification shall state only the amount of the increase or decrease to the original bid or line-item price, without stating the original or resulting bid or line-item price.

### 3. Method of Bidding

The Owner invites unit price bids as indicated in the Bid Form. If the lowest and best bid exceeds available funds, the Owner may reject all bids, augment available funds, or take the base bid less a number of listed items sufficient to bring the award within available funds. For public improvements subject to O.R.C. 153.12<sup>2</sup>, note that the awarded contract price may not exceed the Owner's cost estimate by more than 20%.

The estimate on this project is \$108,000. City of Marion and Marion YMCA seek bidders to provide labor and material re-roof the Marion Rec Center with lump sums for:

Replacing the west roof over the gymnasium (50' x 114') as priority #1, and  
Replacing the lower roof over the southwest entrance (20' x 36') as the 2<sup>nd</sup> priority.

Repairing and/or replacing Facia is 3<sup>rd</sup> priority.

Unit Pricing: Metal, wood coping and insulation replacement will be quoted on a per linear foot basis.

**There are two deductible alternates:**

Alt #1 (middle roof 24' x 50') and Alt #2 (east roof 36' x 50')

To be included if funds are available to complete these sections.

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<sup>2</sup>Ohio Rev. Code § 153.12 — awarded public-improvement contract price may not exceed the cost estimate by more than 20%.  
Verify at [codes.ohio.gov](http://codes.ohio.gov).

#### **4. Qualifications of Bidder**

The Owner may investigate a bidder's ability to perform the work and may reject any bid if the evidence submitted fails to satisfy the Owner that the bidder is properly qualified. Conditional bids will not be accepted.

#### **5. Bid Security**

Each bid must be accompanied by a bid guaranty in one of the two forms permitted by Section 153.54 of the Ohio Revised Code<sup>3</sup>, at the bidder's option:

- A bond for the full amount of the bid, on the combined Bid Guaranty and Contract Bond form included in this Section. A bond in this form serves as both the bid guaranty and, upon execution, the required performance and payment bond; or
- A certified check, cashier's check, or letter of credit equal to ten percent (10%) of the bid. A letter of credit must be revocable only at the Owner's option. A bidder using this option must, upon award, furnish a separate performance and payment bond for one hundred percent (100%) of the contract price before the Contract is executed.

A bid guaranty furnished as a certified check, cashier's check, or letter of credit is returned to the successful bidder upon filing of the required contract bond. Security of unsuccessful bidders is returned promptly after the Owner and the accepted bidder execute the Contract, or, if no award is made within thirty (30) days after opening, on demand at any time thereafter so long as the bidder has not been notified of acceptance.

#### **6. Liquidated Damages for Failure to Enter Into Contract**

A successful bidder who fails or refuses to execute and deliver the contract and required bonds within ten (10) days of notice of award shall forfeit the bid security as liquidated damages.

#### **7. Conditions of Work**

Each bidder must inform itself fully of the conditions relating to construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

#### **8. Obligation of Bidder**

At the time of bid opening, each bidder is presumed to have inspected the site and to be thoroughly familiar with the plans and contract documents, including all addenda. Failure or omission to examine any document does not relieve a bidder of any obligation with respect to its bid.

#### **9. Examination of Site**

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<sup>3</sup>Ohio Rev. Code § 153.54 — bid guaranty required on Ohio public improvement contracts, no dollar threshold. Verify at [codes.ohio.gov](http://codes.ohio.gov).

Each bidder is directed to inspect the entire site of the proposed work, to form its own judgment as to the circumstances affecting the cost and progress of the work, and to assume all patent and latent risks in connection with it.

## **10. Soil Conditions**

Subject to the Owner's convenience, prospective bidders may explore the site by making borings or digging test pits, at the bidder's sole expense and risk, restoring the site to its original condition afterward. The Owner does not guarantee the accuracy of any subsurface information it may have obtained from test borings or otherwise, does not represent that the plans and specifications are based on such data, and makes no representation as to soil or water conditions — including quicksand or other unfavorable conditions — that may be encountered, whether apparent on surface inspection or disclosed during the work.

## **11. Working Facilities**

The plans show, in a general manner, existing structures and the land available for construction purposes. Bidders must satisfy themselves as to the conditions and difficulties that may be encountered in executing the work at this site.

## **12. Addenda and Interpretations**

No official interpretation of the plans, specifications, or other pre-bid documents will be made orally. Requests for interpretation must be in writing, addressed to *Evelyn Warr-Omness, Marion County Regional Planning Commission, 222 W. Center St., 2<sup>nd</sup> floor, Marion, OH 43302, [regionalplanning@co.marion.oh.us](mailto:regionalplanning@co.marion.oh.us)* and received at least five (5) days before the bid opening to be considered. Interpretations and supplemental instructions will be issued only as written addenda, transmitted to all prospective bidders, and become part of the contract documents. Failure of any bidder to receive an addendum does not relieve that bidder of any obligation under its bid.

Consistent with R.C. 153.12<sup>4</sup>, if any modification of the plans, specifications, or estimate of cost is issued within seventy-two (72) hours before the published time for opening bids, excluding Saturdays, Sundays, and legal holidays, the bid opening will be extended to a later date stated in that addendum.

## **13. Water Supply**

All water for construction purposes, and the cost of conveying it to the work, shall be provided by the Contractor and included in the unit prices bid, unless the Supplemental General Conditions state otherwise for this project. See also Article 11 of the General Contract Conditions. The source, quality, and quantity of water furnished shall at all times be satisfactory to the Engineer.

## **14. Signature of Bidders**

The bid must be signed by a representative authorized to bind the bidder, with the signer's name and title stated. A handwritten or valid electronic signature is acceptable. The bidder shall state its full legal name,

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<sup>4</sup>Ohio Rev. Code § 153.12 — awarded public-improvement contract price may not exceed the cost estimate by more than 20%. Verify at [codes.ohio.gov](http://codes.ohio.gov).

its form of organization, and the name and address of each person or entity with a substantial interest in the bid.

### **15. Notice of Special Conditions**

Attention of the bidder is particularly called to those parts of the General Contract Conditions and specifications dealing with:

- Insurance requirements
- Federal Labor Standards Provisions, including Davis-Bacon wage rates
- Requirement for payment and performance bonds for 100% of the contract price
- Requirement that all subcontractors be approved by the Owner
- Time-for-completion and liquidated-damages requirements
- Safety standards
- Contractor's responsibility to obtain permits
- Utilities, water, and waste disposal responsibility during construction
- Equal Opportunity and Nondiscrimination provisions (Title VI, Title VII, Section 109, and Section 3)

### **16. Additional Obligations Upon Contract Award**

Bid security accompanies the bid itself as required by Item 5 above. Where the Owner requires bid-stage submission of bonds or evidence of insurability, the security and any accompanying documents of unsuccessful bidders are returned as provided in Item 5, and those of the successful bidder are retained and, where applicable, converted to the contract bond upon execution.

Upon award of the contract but prior to execution of the final agreement and notice to proceed, the contractor shall submit the following, completed as required:

- Acceptance of Notice of Award
- Contract
- Insurance certificate(s) and/or policy(ies)
- Performance and payment bonds
- (If over \$200,000 and construction is involved:) Section 3 outreach documentation as described in the Special Equal Opportunity and Nondiscrimination Provisions
- Certification of Bidder Regarding Section 3
- Certification(s) of Proposed Subcontractor(s) Regarding Section 3
- (If over \$150,000:) Certification by Contractor and Subcontractors of Compliance with Air and Water Acts
- (If over \$100,000:) Certification Regarding Lobbying (Byrd Anti-Lobbying Amendment)
- Certification of Workers' Compensation Coverage
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (including UEI verification)

- Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- Subcontractor's Certification(s) Concerning Labor Standards and Prevailing Wage Requirements

### **17. Foreign Corporations and Contractors**

If the successful bidder is a corporation organized under the laws of another state, no contract will be executed until the Ohio Secretary of State has certified that the corporation is licensed to transact business in Ohio. If the successful bidder is an individual or a partnership not resident in Ohio, no contract will be executed until it has filed the power of attorney designating the Secretary of State as its agent for service of process, as required by R.C. 153.08.

Every bidder, whatever its form of organization, shall provide on request the information the Owner needs to confirm the bidder's legal existence and good standing in its state of organization, and shall be registered as required by Ohio law for its entity type.

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## Section F. Agreement Forms

### Contract

This Agreement, made this [ day ] day of [ month, year ], by and between [ Contractor ] (“Contractor”) and [ Owner ] (“Owner”).

The Owner and the Contractor, for the considerations stated in the Contract Documents, agree as follows:

Article 1 — Statement of Work: The Contractor shall furnish all supervision, labor, materials, and services required for [ project description ], in strict accordance with the Contract Documents, including all addenda, prepared by [ Engineer/Architect ].

Article 2 — Compensation: The Owner will pay the Contractor for quantities of work performed at the unit prices stipulated in the Bid, for a sum not to exceed [ \$ amount ], funded by [ CDBG grant number/year ].

Article 3 — Contract Documents: This Agreement, the Addenda, the Invitation for Bids, the Instructions to Bidders, the signed Bid, the General and Special Conditions, the Technical Specifications, and the Drawings together constitute the executed contract documents. In the event of conflict, the document listed first in this Article governs, except as otherwise specifically stated.

[ Signature blocks for Contractor and Owner, and, where applicable, a co-owner such as a partnering nonprofit ]

Contractor: [ Contractor ]

Owner: [ City/County & nonprofit, if applicable ]

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Performance and Payment Bond

Where the successful bidder furnished the combined Bid Guaranty and Contract Bond in Section E, that instrument serves as the performance and payment bond upon execution and no separate bond is required. Where separate bonds are furnished instead, the form below applies.

KNOW ALL PERSONS BY THESE PRESENTS, that [ *Contractor name and address* ], as Principal, and [ *Surety name and address* ], a surety company authorized to do business in the State of Ohio, as Surety, are held and firmly bound unto [ *Owner* ], as Obligee, in the penal sum of [ *\$ amount — one hundred percent of the contract price* ] for the faithful performance of the Contract, and in the like penal sum for the payment of all lawful claims for labor performed and materials furnished.

This bond is furnished in connection with the Contract dated [ *date* ] for [ *Rec Center Roof* ], which is incorporated by reference.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal faithfully performs the Contract, including all warranty obligations through the guarantee period under Article 20 (Completion of Work) of the General Contract Conditions, and promptly pays all lawful claims of subcontractors, material suppliers, and laborers for labor and materials furnished in performing the Contract, then this obligation is void; otherwise it remains in full force. The Surety's liability for all claims under this bond shall not exceed the penal sum stated above.

The Surety stipulates that no change, extension of time, alteration, or addition to the terms of the Contract, the work, the plans, or the specifications shall affect its obligations on this bond, and waives notice of any such change.

Signed and sealed this [ *day* ] day of [ *month, year* ].

Principal: \_\_\_\_\_ [signature]

By / Title: \_\_\_\_\_ [name, title]

Surety: \_\_\_\_\_ [signature]

Attorney-in-Fact: \_\_\_\_\_ [name]

Each bond must be countersigned by the surety's attorney-in-fact, authorized to act in Ohio, and accompanied by a certified and effectively dated copy of the power of attorney.

## Notice of Award

To: [ *Successful bidder name and address* ]    Date: [ *date* ]

Project: [ *Rec Center Roof* ]    Project Number: [ *number* ]

The Owner has considered the bid you submitted on [ *bid date* ] for the above work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your bid has been accepted in the amount of [ *\$ amount* ].

You are required to execute the Agreement and furnish the required contract bond(s) and certificates of insurance within ten (10) calendar days from the date of this Notice. If you fail to do so within that time, the Owner may consider all your rights arising out of the Owner's acceptance of your bid as abandoned and your bid guaranty as forfeited, subject to the liability set out in Section 153.54 of the Ohio Revised Code<sup>18</sup>, and the Owner will be entitled to such other rights as may be granted by law.

Please return an acknowledged copy of this Notice of Award to the Owner.

Owner: [ *Owner* ]    By: [ *signature* ]    Name / Title: [ *printed name, title* ]

#### **Acceptance of Notice of Award**

Receipt of the above Notice of Award is acknowledged by [ *Contractor name* ] this [ *day* ] day of [ *month, year* ].

By: [ *signature* ]    Name / Title: [ *printed name, title* ]

Copies to: [ *Contractor's surety; surety's agent; administering CDBG office* ]

#### **Notice to Proceed**

To: [ *Contractor name, address, phone* ]    Date: [ *date* ]

Project: [ *Rec Center Roof* ]    Project Number: [ *number* ]

You are hereby notified that you are authorized to commence work in accordance with the Agreement dated [ *Agreement date* ] on or before [ *commencement date* ].

The Contract Time for this project is the number of consecutive calendar days stated in paragraph C of Article 19 of the General Contract Conditions, running from the date of commencement stated above. The resulting date for completion of all work is [ *completion date* ].

Owner: [ *Owner* ]    By: [ *signature* ]    Name / Title: [ *printed name, title* ]

#### **Acceptance of Notice to Proceed**

Receipt of the above Notice to Proceed is acknowledged by [ *Contractor name* ] this [ *day* ] day of [ *month, year* ].

By: [ *signature* ]    Name / Title: [ *printed name, title* ]

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<sup>18</sup>Ohio Rev. Code § 153.54 — bid guaranty required on Ohio public improvement contracts, no dollar threshold. Verify at [codes.ohio.gov](http://codes.ohio.gov).

## Change Order

Project: [ *Rec Center Roof* ]    Change Order No.: [ *number* ]    Date: [ *date* ]

Description and justification for this change: [ *describe the change and why it is necessary* ]

Original contract price: [ \$ ]    Net change from prior change orders: [ \$ ]    This change order: [ \$ ]

Revised contract price: [ \$ ]

Contract time impact: [ *increased / decreased / unchanged by \_\_\_\_ calendar days; revised completion date \_\_\_\_* ]

Requested by: [ *name, signature, date* ]    Recommended by (Engineer/Architect — P.E. seal if applicable): [ *name, signature, date* ]

Accepted by [ *Owner CEO name, title* ]: [ *signature, date* ]

## Certificate of Owner's Attorney

I, [ *name* ], the duly authorized and acting legal representative of [ *Owner* ], certify as follows:

I have examined the attached Contract and surety bond(s) and the manner of execution of each, and I am of the opinion that each has been duly executed by the proper parties acting through their duly authorized representatives; that those representatives have full power and authority to execute the documents on behalf of the respective parties named; and that the foregoing documents constitute valid and legally binding obligations of the parties executing them in accordance with their terms.

Signature: [ *signature* ]    Date: [ *date* ]

## Certificate of Owner's Financial Officer

I, [ *name, title — e.g., Auditor / Fiscal Officer* ], certify that the money required to meet the obligations of this Contract has been lawfully appropriated for the purpose of this Contract and is in the treasury of [ *Owner* ], or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Amount and funding source: [ \$ *amount* ] from [ *CDBG program year, grant number, and any local match source* ]

Signature: [ *signature* ]    Date: [ *date* ]    Seal: [ *seal, if used* ]

## Conflict of Interest

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

**Interest of Contractor and Employees.** The Contractor covenants that it has no present interest, and shall not acquire any interest, direct or indirect, in the study area or any parcel therein, or any other interest that would conflict with performance of this Contract, and that no person having such an interest shall be employed in its performance.

**Federal Procurement Standard.** Consistent with 2 CFR 200.318<sup>19</sup>, the Owner and Contractor shall disclose in writing any real or apparent organizational conflict of interest to the awarding CDBG office promptly upon discovery.

**Federal or State Officials Not to Benefit.** No member of or delegate to Congress, no resident U.S. Commissioner, and no officer or employee of the State of Ohio subject to the Ohio Ethics Law (R.C. 102.03(A)<sup>20</sup>) shall be admitted to any share or part of this Agreement or to any benefit arising from it.

## **Records and Audits**

See Article 25 of the General Contract Conditions, which governs project records, retention, and audit access for this Agreement.

## **Special Conditions Pertaining to Hazards, Safety Standards, and Accident Prevention**

### **Lead-Based Paint Hazards (applicable to construction or rehabilitation of residential structures).**

The Contractor and Subcontractors shall comply with HUD's Lead-Based Paint regulations at 24 CFR Part 35<sup>21</sup>, including Subpart B (elimination of lead-based paint hazards). The Owner is responsible for inspections and certifications required under Section 35.14(f).

**Use of Explosives.** Where explosives are necessary, the Contractor shall observe all applicable local, state, and federal law in purchasing and handling them, take precautions to protect completed work and neighboring property, and provide at least eight hours' advance notice to affected utility owners before blasting near their property.

**Danger Signals and Safety Devices.** The Contractor shall maintain adequate warning lights, barricades, and other devices to protect the public, consistent with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) wherever the work affects a public right-of-way — see also Article 9.E (Safety). The Contractor bears the cost of these devices; the Owner may install them and charge the cost to the Contractor if the Contractor fails to do so, without relieving the Contractor of liability.

*Drafting note: Added the OMUTCD cross-reference here, matching Article 9.E (Safety), to answer the "what's the minimum standard" question directly at the clause a bidder is most likely to read first.*

## **Additional Required Federal Provisions**

**Patent Rights.** Any discovery or invention arising out of or developed in the course of work performed under this Contract shall be promptly and fully reported to the Owner, who shall in turn report it to HUD, for determination of whether patent protection will be sought and, if so, who will file the application. Nothing in this Contract confers on the Contractor any rights to a patent on any invention made with federal assistance except as HUD may later determine.

**Copyrights.** The Owner and HUD reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use, for federal government

<sup>19</sup>2 C.F.R. § 200.318 — general procurement conflict-of-interest disclosure standard. Verify at [ecfr.gov](http://ecfr.gov).

<sup>20</sup>Ohio Rev. Code § 102.03(A) — Ohio Ethics Law restriction on public officials' financial interests. Verify at [codes.ohio.gov](http://codes.ohio.gov).

<sup>21</sup>24 C.F.R. Part 35 — HUD lead-based paint regulations. Verify at [ecfr.gov](http://ecfr.gov).

purposes, any work developed under this Contract and any rights of copyright to which the Contractor purchases ownership with federal assistance.

**Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the Ohio state energy conservation plan issued under the Energy Policy and Conservation Act (42 U.S.C. 6321<sup>22</sup> et seq.).

**Certification Regarding Lobbying (Byrd Anti-Lobbying Amendment).** For contracts exceeding \$100,000, the Contractor certifies that no federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this Contract, consistent with 31 U.S.C. 1352<sup>23</sup>. If any non-federal funds have been used for such lobbying, the Contractor shall complete and submit the required disclosure form to the Owner.

**Procurement of Recovered Materials.** Consistent with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and 2 CFR 200.323<sup>24</sup>, the Contractor shall procure only items designated in EPA guidelines at 40 CFR Part 247<sup>25</sup> that contain the highest percentage of recovered materials practicable, where the purchase price exceeds \$10,000 or the value acquired in the preceding fiscal year exceeded \$10,000, consistent with maintaining a satisfactory level of competition.

**Prohibition on Certain Telecommunications and Video Surveillance Equipment.** Consistent with 2 CFR 200.216<sup>26</sup>, the Contractor certifies that it does not and will not use, as a substantial or essential component of any system or as critical technology in any system, covered telecommunications equipment or services (as defined in that section) in performing this Contract.

**Domestic Preferences — Build America, Buy America Act.** This project is subject to the Build America, Buy America Act (Title IX of the Infrastructure Investment and Jobs Act, 41 U.S.C. § 8303<sup>27</sup>, implemented at 2 CFR Part 184<sup>28</sup>) unless HUD's Small Grants Waiver applies — which it does where the project's total cost from all funding sources, not federal assistance alone, is at or below the federal simplified acquisition threshold defined at 2 CFR 200.1<sup>29</sup>, the same threshold referenced in the Bonding and Insurance Requirements in Section E. Applicability and the availability of this waiver are determined by the rules in effect for the CDBG program year that funds this project, not by the calendar date of this Contract or of any individual purchase under it — confirm which program year's allocation is funding this project and apply that year's BABA rules consistently across the project. Whether the Act applies to this project is determined before bid and recorded in the Supplemental General Conditions. Where it applies, the Contractor shall use only: (a) iron and steel products in which all manufacturing processes occurred in the United States; (b) manufactured products manufactured in the United States, of which the cost of

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<sup>22</sup>42 U.S.C. § 6321 et seq. — Energy Policy and Conservation Act. Verify at [uscode.house.gov](https://uscode.house.gov).

<sup>23</sup>31 U.S.C. § 1352 — Byrd Anti-Lobbying Amendment. Verify at [uscode.house.gov](https://uscode.house.gov).

<sup>24</sup>2 C.F.R. § 200.323 — procurement of recovered materials. Verify at [ecfr.gov](https://ecfr.gov).

<sup>25</sup>40 C.F.R. Part 247 — EPA guidelines for recovered-materials procurement. Verify at [ecfr.gov](https://ecfr.gov).

<sup>26</sup>2 C.F.R. § 200.216 — prohibition on certain telecommunications and video surveillance equipment/services. Verify at [ecfr.gov](https://ecfr.gov).

<sup>27</sup>41 U.S.C. § 8303 — Build America, Buy America Act, Title IX of the Infrastructure Investment and Jobs Act (Pub. L. 117-58). Verify at [uscode.house.gov](https://uscode.house.gov).

<sup>28</sup>2 C.F.R. Part 184 — Build America, Buy America Act implementing regulation. Verify at [ecfr.gov](https://ecfr.gov).

<sup>29</sup>2 C.F.R. § 200.1 — defines the federal simplified acquisition threshold. Verify current dollar figure at [ecfr.gov](https://ecfr.gov) (adjusts periodically via the FAR).

U.S.-mined, -produced, or -manufactured components is greater than 55% of the total component cost; and (c) construction materials for which all manufacturing processes occurred in the United States. The Contractor shall maintain documentation sufficient to demonstrate compliance and shall promptly notify the Owner — not HUD directly — of any need for a waiver; only the Owner's direct CDBG recipient (OCD) may apply to HUD for a project-specific waiver, so a Contractor cannot pursue one on its own.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters.** The Contractor certifies, by entering into this Contract, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, consistent with 2 CFR Part 180<sup>30</sup> and 2 CFR Part 2424<sup>31</sup>. Consistent with the Owner's standing practice, the Owner has verified the Contractor's status in both the federal System for Award Management (SAM.gov) and the Ohio Secretary of State's business search prior to contract execution, and shall do so again before executing any subcontract exceeding \$25,000, consistent with 2 CFR 200.214<sup>32</sup>.

**Unique Entity ID.** The Contractor represents that it holds an active Unique Entity ID (UEI) issued through SAM.gov. Consistent with the Ohio Office of Community Development's Policy Notice 24-02 (Procurement and Contract Requirements for Federally Funded OCD Programs, which supersedes the older OCD 21-03<sup>33</sup>), this Contract shall not be executed without a valid UEI on file for the Contractor, and the Owner shall likewise confirm a valid UEI for any Subcontractor before executing a subcontract.

### **Contracting with Small, Minority, and Women's Business Enterprises**

Consistent with 2 CFR 200.321<sup>34</sup>, the Owner takes affirmative steps in its own solicitation process to assure that small businesses, minority-owned businesses, women's business enterprises, and labor surplus area firms are used when possible — including placing qualified firms on solicitation lists, soliciting them whenever they are potential sources, and, where economically feasible, dividing requirements into smaller tasks to permit their participation. If the Contractor intends to award subcontracts, the Contractor shall take these same affirmative steps in soliciting subcontract bids.

### **Special Equal Opportunity and Nondiscrimination Provisions**

The Contractor shall provide equal opportunity in employment and in the provision of program benefits under this Contract, and shall comply with each of the following.

#### **A. Title VI of the Civil Rights Act of 1964**

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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<sup>30</sup>2 C.F.R. Part 180 — governmentwide debarment and suspension. Verify at [ecfr.gov](https://www.ecfr.gov).

<sup>31</sup>2 C.F.R. Part 2424 — HUD's debarment and suspension regulation. Verify at [ecfr.gov](https://www.ecfr.gov).

<sup>32</sup>2 C.F.R. § 200.214 — pre-award SAM.gov exclusion screening. Verify at [ecfr.gov](https://www.ecfr.gov).

<sup>33</sup>Ohio OCD Program Policy 21-03, Procurement Requirements for Federally Funded OCD Programs — superseded by Policy 24-02. Kept as a citation for historical traceability only.

<sup>34</sup>2 C.F.R. § 200.321 — affirmative steps to use small, minority-owned, women-owned, and labor-surplus-area firms in procurement. Verify at [ecfr.gov](https://www.ecfr.gov).

## **B. Title VII of the Civil Rights Act of 1964**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, in hiring, promotion, demotion, transfer, recruitment, layoff, termination, compensation, or selection for training, including apprenticeship. This obligation exists independently of Executive Order 11246 and is unaffected by that order's rescission.

## **C. Section 109 of the Housing and Community Development Act of 1974**

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

## **D. Section 3 of the Housing and Urban Development Act of 1968**

This project is assisted under a program providing direct federal financial assistance from HUD and is subject to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u<sup>35</sup>, and its implementing regulations at 24 CFR Part 75<sup>36</sup>, applicable to Section 3 projects where total assistance exceeds \$200,000. To the greatest extent feasible, opportunities for training and employment shall be given to low- and very low-income persons, and contracts for work in connection with the project shall be awarded to business concerns that provide economic opportunities to such persons.

For each Section 3 project, the Contractor shall attempt, to the greatest extent feasible, to meet or exceed Ohio's Section 3 benchmark goals: Section 3 workers performing 25% or more of total labor hours, and Targeted Section 3 workers performing 5% or more of total labor hours, on the project.

The parties to this contract agree to comply with 24 CFR Part 75<sup>37</sup> and certify that they are under no contractual or other impediment that would prevent compliance. Before commencing work, the Contractor shall submit a Section 3 Business Self-Certification form (if claiming Section 3 business concern status), and shall submit a Contractor Workforce Section 3 Certification form and a Section 3 Worker Status Certification form for each worker with its first Monthly Section 3 Utilization Report; Monthly Section 3 Utilization Reports are due to the Owner for the duration of the Contract. All four forms are in the format the Ohio Office of Community Development (OCD) provides — obtain the current versions from OCD rather than substituting a locally drafted form. The Contractor shall notify any labor organization with which it has a collective bargaining agreement of its Section 3 commitments and post notice at the work site describing these benchmark goals. The Contractor shall include this Section 3 clause in every subcontract, and shall not subcontract with any subcontractor known to be in violation of 24 CFR Part 75.

Compliance with Section 3, including labor-hour reporting, is a condition of the federal financial assistance provided to this project and binds the Contractor, its Subcontractors, and their successors and assigns. The Owner reports Section 3 project labor-hour data to OCD as part of its contract award reporting; the Contractor and Subcontractors shall provide the labor-hour and business-utilization information the Owner needs to complete that report, in the form and on the schedule the Owner

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<sup>35</sup>12 U.S.C. § 1701u — Section 3 of the Housing and Urban Development Act of 1968. Verify at [uscode.house.gov](https://uscode.house.gov).

<sup>36</sup>24 C.F.R. Part 75 — Section 3 implementing regulation; replaced 24 CFR Part 135 effective Nov. 30, 2020. Verify at [ecfr.gov](https://ecfr.gov).

<sup>37</sup>24 C.F.R. Part 75 — Section 3 implementing regulation; replaced 24 CFR Part 135 effective Nov. 30, 2020. Verify at [ecfr.gov](https://ecfr.gov).

specifies. If labor-hour reporting shows the benchmarks were not met, the Owner must report the qualitative efforts made to meet them, so the Contractor should document its outreach and recruitment efforts as they occur rather than after the fact.

#### **E. Accessibility — Section 504 and the Americans with Disabilities Act**

The design, construction, or alteration of this project shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 24 CFR Part 8<sup>38</sup>, and with the Americans with Disabilities Act, as amended, to the extent applicable. Compliance with the Uniform Federal Accessibility Standards (UFAS) is deemed to satisfy Section 504's accessibility requirements; the Owner may instead elect to apply the 2010 ADA Standards for Accessible Design under HUD's May 23, 2014 deeming notice (79 FR 29671<sup>39</sup>), except for those specific provisions HUD has excluded from that election. The Architect or Designer for this project shall certify compliance using the form below.

#### **Certification of Bidder Regarding Section 3**

Name of Prime Contractor: *[ name ]* Project: *[ Rec Center Roof ]* Project Number: *[ number ]*

The undersigned certifies that:

- The Section 3 provisions above are included in this Contract, and the Contractor understands that, to the greatest extent feasible, Section 3 gives priority consideration to: (1) Section 3 workers residing within the metropolitan area or nonmetropolitan county where the project is located, and (2) businesses that are Section 3 business concerns as defined at 24 CFR § 75.5;
- The Contractor will make good-faith efforts to recruit, train, and employ Section 3 workers and to award subcontracts to Section 3 business concerns, targeting Section 3 workers for 25% or more of total labor hours and Targeted Section 3 workers for 5% or more of total labor hours on this project — meeting these benchmarks constitutes a safe harbor demonstrating compliance;
- The Contractor will submit the OCD-format Contractor Workforce Section 3 Certification form, a Section 3 Worker Status Certification form for each worker, and Monthly Section 3 Utilization Reports for the duration of the Contract, and, if applicable, a Section 3 Business Self-Certification form; and
- The Contractor will provide the labor-hour and business-utilization information the Owner needs to meet its own Section 3 reporting obligations to OCD.

*[ Name, title, signature, date ]*

#### **Certification of Proposed Subcontractor Regarding Section 3**

Name of Subcontractor: *[ name and address ]* Prime Contractor: *[ name ]*

Project: *[ Rec Center Roof ]* Project Number: *[ number ]* Subcontract amount: *[ \$ ]*

The undersigned Subcontractor certifies that it has reviewed the Section 3 provisions of the prime Contract; that it will make good-faith efforts to employ Section 3 workers and Targeted Section 3 workers

<sup>38</sup>24 C.F.R. Part 8 — Section 504 nondiscrimination on the basis of disability in HUD-assisted programs. Verify at [ecfr.gov](http://ecfr.gov).

<sup>39</sup>79 Fed. Reg. 29671 (May 23, 2014) — HUD notice permitting use of the 2010 ADA Standards for Accessible Design in place of UFAS.

toward the benchmark goals stated in those provisions; that it will submit the OCD-format Section 3 certification and utilization forms through the Prime Contractor on the schedule the Owner specifies; and that it is under no contractual or other impediment that would prevent compliance with 24 CFR Part 75<sup>40</sup>.

Name / Title: *[ printed name, title ]*    Signature: *[ signature ]*    Date: *[ date ]*

### **Certification of Compliance with Air and Water Acts**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$150,000.)

During performance of this contract, the Contractor and all Subcontractors shall comply with the Clean Air Act, as amended, 42 U.S.C. 7401<sup>41</sup> et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251<sup>42</sup> et seq., and applicable EPA regulations. The Contractor shall stipulate that no facility to be used in performing this contract is listed on the EPA List of Violating Facilities, shall comply with inspection, monitoring, entry, and reporting requirements under Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and shall give prompt notice if any such facility comes under consideration for listing. The Contractor shall include these requirements in every subcontract.

### **Architect's / Designer's Certification of Accessibility Compliance**

Grantee Number: *[ number ]*    Rec Center Roof: *[ Rec Center Roof ]*

Pursuant to Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 8<sup>43</sup>, and, where elected, HUD's May 23, 2014 deeming notice permitting use of the 2010 ADA Standards for Accessible Design, the undersigned certifies that the design of the above project conforms to the applicable accessibility standard: *[ UFAS / 2010 ADA Standards — select one and note any HUD-excepted provisions that still require UFAS ]*

*[ Architect/Designer name, address, signature, date; Chief Local Executive Official name, signature, date ]*

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<sup>40</sup>24 C.F.R. Part 75 — Section 3 implementing regulation; replaced 24 CFR Part 135 effective Nov. 30, 2020. Verify at [ecfr.gov](http://ecfr.gov).

<sup>41</sup>42 U.S.C. § 7401 et seq. — Clean Air Act. Verify at [uscode.house.gov](http://uscode.house.gov).

<sup>42</sup>33 U.S.C. § 1251 et seq. — Federal Water Pollution Control Act. Verify at [uscode.house.gov](http://uscode.house.gov).

<sup>43</sup>24 C.F.R. Part 8 — Section 504 nondiscrimination on the basis of disability in HUD-assisted programs. Verify at [ecfr.gov](http://ecfr.gov).

## Section A. Notice to Contractors

### Legal Notice — Advertisement for Bids

#### MARION CITY, OHIO

Marion City has a project involving reroofing approximately 9,427 Square feet of EPDM roof system at the Marion Recreation Center (The Rec) Center located at 240 W. Church St., Marion, OH 43302. The project estimate for labor and material is \$108,000.

**Bids will be received for the Rec Center Roof until 11:00 AM local time Thursday, September 17, 2026 by the Marion City Service Director, 3<sup>rd</sup> floor City Hall, the Municipal Building at 233 West Center St., Marion, Ohio 43302.** At that time will be publicly opened and tabulated.

The information for bidders, form of bid, form of contract, plans, specifications, and forms of bid bond, and other documents may be examined at: the office of the Service Director, 3<sup>rd</sup> floor of Marion City Hall, 233 W. Center St., Marion, OH, 43302 and are available for inspection by prospective bidders. The Service Director's office phone number is 740-387-5865.

A ten dollar (\$10.00) non-refundable fee will be required for each paper set of plans, specifications, and contract documents taken, with checks made payable to the City of Marion, Ohio. Digital versions of bid documents can be obtained for free by emailing Evelyn Warr-Omness at [ecummings@co.marion.oh.us](mailto:ecummings@co.marion.oh.us).

A bid guaranty, as required by Section 153.54 of the Revised Code of Ohio shall accompany each proposal submitted as follows, either:

1. A certified check, cashiers check, or letter of credit equal to 10% of the bid. A letter of credit may only be revocable by the Owner.

OR

2. A bond or certified check for the full amount of the bid. Either will be retained for the successful bidder or returned to unsuccessful bidders after the contract is executed. A certified check must include a one (1) year warranty on the materials and on the construction work.

Attention of bidders is particularly called to the requirements as to conditions of employment and minimum federal prevailing wage rates to be paid under the contract; to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75<sup>1</sup>); to Title VI of the Civil Rights Act of 1964; to Section 109 of the Housing and Community Development Act of 1974; and to local bidder rules.

No bidder may withdraw his bid within thirty (30) days after the actual date of opening thereof.

All bids shall be properly signed by an authorized representative of the bidder.

All bids shall be sealed and plainly marked **Rec Center Roof**

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<sup>1</sup>24 C.F.R. Part 75 — Section 3 implementing regulation; replaced 24 CFR Part 135 effective Nov. 30, 2020. Verify at [ecfr.gov](http://ecfr.gov).

The City reserves the right to reject any or all bids submitted and waive any irregularities.

Direct any questions about the plans or specifications or regarding the bidding process and federal requirements to Evelyn Warr-Omnesh at the Marion County Regional Planning Office, 222 West Center Street, Marion, Ohio. (740) 223-4140.

BY ORDER OF THE SAFETY DIRECTOR

Safety/Service Director

City of Marion, Ohio

**September 2, 2026**

**September 9, 2026**

## **Section H. Federal Davis-Bacon Wage Decision**

*[ Left blank in the master template. Pull the current applicable wage determination from SAM.gov at the time of bidding for each project and insert it here in full before issuing the bid packet. ]*

"General Decision Number: OH20260067 05/18/2026

State: Ohio

Construction Types: Building

Counties: Ohio Counties of  
Holmes and Marion

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2026       |
| 1                   | 05/18/2026       |

BROH0040-001 06/01/2023

|                                    | Rates    | Fringes |
|------------------------------------|----------|---------|
| TILE FINISHER.....                 | \$ 30.25 | 23.93   |
| TILE SETTER.....                   | \$ 35.67 | 24.75   |
| BRICK POINTER/CAULKER/CLEANER..... | \$ 35.67 | 24.75   |

BROH0040-001 06/01/2024

|                                    | Rates    | Fringes |
|------------------------------------|----------|---------|
| TILE FINISHER.....                 | \$ 30.25 | 23.93   |
| TILE SETTER.....                   | \$ 35.67 | 24.75   |
| BRICK POINTER/CAULKER/CLEANER..... | \$ 35.67 | 24.75   |

CARP0373-001 05/01/2024

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 37.52 | 23.50   |

ELEC0038-004 04/28/2025

|                                                                                                                                                                                                                                                                                        | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| ELECTRICIAN (HVAC/TEMPERATURE CONTROLS INSTALLATION ONLY) 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..... | \$ 46.63 | 24.92   |

ELEV0037-003 01/01/2025

|                                                                                                                                                                                                                                                                                                                                                             | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| ELEVATOR MECHANIC PAID HOLIDAYS: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERN'S DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY. B. EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE TO VACATION PAY CREDIT FOR EMPLOYEE WHO HAS WORKED IN BUSINESS MORE THAN 5 YEARS; 6% FOR LESS THAN 5 YEARS' SERVICE..... | \$ 57.33 | 38.44   |

## ENGI0018-023 05/01/2024

|                                         | Rates    | Fringes |
|-----------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR: FORKLIFT..... | \$ 42.98 | 16.41   |
| POWER EQUIPMENT OPERATOR: CRANE.....    | \$ 44.14 | 16.41   |

## IRON0550-011 05/01/2025

|                                            | Rates    | Fringes |
|--------------------------------------------|----------|---------|
| IRONWORKER: ORNAMENTAL AND STRUCTURAL..... | \$ 36.00 | 23.57   |

## LABO0500-004 05/01/2024

|                                               | Rates    | Fringes |
|-----------------------------------------------|----------|---------|
| LABORER (MASON TENDER - CEMENT/CONCRETE)..... | \$ 32.35 | 16.42   |

## PAIN0841-004 07/01/2025

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| PAINTER, DRYWALL TAPER (DRYWALL FINISHING/TAPING ONLY)..... | \$ 33.43 | 18.15   |

## PLAS0132-014 06/01/2025

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 31.68 | 15.46   |

## PLUM0050-009 06/30/2025

|                                                   | Rates    | Fringes |
|---------------------------------------------------|----------|---------|
| PIPEFITTER (EXCLUDES HVAC PIPE INSTALLATION)..... | \$ 51.00 | 32.56   |

## ROOF0044-003 04/27/2025

|             | Rates    | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 40.15 | 21.28   |

## SHEE0033-042 06/01/2025

|                                                                     | Rates    | Fringes |
|---------------------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (EXCLUDING HVAC DUCT AND UNIT INSTALLATION)..... | \$ 38.36 | 29.59   |

## SUOH2012-069 08/29/2014

|                                                                                               | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------|----------|---------|
| TRUCK DRIVER: DUMP (ALL TYPES).....                                                           | \$ 18.88 | 4.14    |
| SPRINKLER FITTER (FIRE SPRINKLERS).....                                                       | \$ 28.89 | 10.53   |
| PLUMBER.....                                                                                  | \$ 32.69 | 18.70   |
| PAINTER (BRUSH AND ROLLER).....                                                               | \$ 20.91 | 10.49   |
| OPERATOR: ROLLER.....                                                                         | \$ 22.16 | 8.07    |
| OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....                                       | \$ 25.85 | 10.42   |
| OPERATOR: LOADER.....                                                                         | \$ 19.87 | 5.91    |
| OPERATOR: BULLDOZER.....                                                                      | \$ 24.19 | 8.24    |
| OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....                                                  | \$ 20.56 | 7.13    |
| OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....                                                     | \$ 30.20 | 12.96   |
| LABORER: PIPELAYER.....                                                                       | \$ 18.37 | 4.79    |
| LABORER: COMMON OR GENERAL.....                                                               | \$ 21.76 | 8.29    |
| ELECTRICIAN, EXCLUDES LOW VOLTAGE WIRING AND INSTALLATION OF HVAC/TEMPERATURE CONTROLS.....   | \$ 29.72 | 15.79   |
| ELECTRICIAN (LOW VOLTAGE WIRING ONLY).....                                                    | \$ 20.91 | 8.20    |
| CARPENTER (EXCLUDING DRYWALL HANGING AND METAL STUD INSTALLATION, AND SOFT FLOOR LAYING)..... | \$ 23.19 | 10.50   |

UAVGOH0003 01/01/2024

|                                             | Rates    | Fringes |
|---------------------------------------------|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 36.16 | 26.11   |

UAVGOH0004 01/01/2019

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 31.10 | 17.80   |

UAVGOH0005 01/01/2018

|                                                                      | Rates    | Fringes |
|----------------------------------------------------------------------|----------|---------|
| CARPENTER: PILEDRIVERMAN.....                                        | \$ 30.06 | 17.61   |
| CARPENTER (DRYWALL HANGING AND METAL STUD<br>INSTALLATION ONLY)..... | \$ 25.49 | 15.67   |

UAVGOH0006 01/01/2019

|                                     | Rates    | Fringes |
|-------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER..... | \$ 29.43 | 18.70   |

UAVGOH0007 01/01/2024

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| IRONWORKER: REINFORCING..... | \$ 33.44 | 23.55   |

UAVGOH0008 01/01/2019

|                                    | Rates    | Fringes |
|------------------------------------|----------|---------|
| LABORER: MASON TENDER - BRICK..... | \$ 27.81 | 11.24   |

UAVGOH0009 01/01/2019

|                                               | Rates    | Fringes |
|-----------------------------------------------|----------|---------|
| PIPEFITTER (HVAC PIPE INSTALLATION ONLY)..... | \$ 39.31 | 24.23   |

UAVGOH0010 01/01/2018

|                                                      | Rates    | Fringes |
|------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY).... | \$ 31.53 | 26.35   |

UAVGOH0011 01/01/2018

|                                                      | Rates    | Fringes |
|------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (HVAC UNIT INSTALLATION ONLY).... | \$ 30.03 | 25.53   |

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

### Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

**SU** wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The **SA** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

=====  
END OF GENERAL DECISION

"

## SECTION 077200 - ROOF ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and color Samples.
- B. Sheet Metal Standard: Comply with SMACNA's "Architectural Sheet Metal Manual."

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Metallic-Coated Steel Sheet: Galvanized steel, ASTM A 653/A 653M, G90 or aluminum-zinc alloy-coated steel, ASTM A 792/A 792M, AZ50.
  - 1. Prepainted, Metallic-Coated Steel Sheet: Coil-coated with manufacturer's standard two-coat, thermocured system consisting of inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
- B. Basis of Design: Bilco E20

#### 2.2 ROOF ACCESSORIES

- A. Roof Curbs and Equipment Supports: Fabricate from 14 gauge thick, metallic-coated steel with welded or sealed mechanical corner joints
  - 1. Provide units with cant strips and base profile coordinated with roof insulation thickness and roof deck slope. Equip units for sloping decks with water diverter.
  - 2. Provide preservative-treated wood nailers at tops of curbs.
  - 3. Provide manufacturer's standard rigid or semirigid insulation.
  - 4. Finish: Prime painted
- B. Roof Hatches: Fabricate from 0.079-inch- thick, metallic-coated steel with 9-inch- high, integral-curb, double-wall construction with 1-1/2-inch insulation, formed cants and cap flashing, with welded or sealed mechanical corner joints. Provide double-wall cover (lid) construction with 1-inch- thick insulation core. Provide gasketing and corrosion-resistant hardware including pintle hinges, hold-open devices, interior padlock hasps, and both interior and exterior latch handles.
  - 1. Fabricate units to withstand 40-lbf/sq. ft. external and 20-lbf/sq. ft. internal load.
  - 2. Provide units with cant strips and base profile coordinated with roof insulation thickness and roof deck slope. Equip units for sloping decks with water diverter.
  - 3. Finish: Prime painted.



4. Options: Hinges: Heavy-duty pintle hinges with 3/8" (9 mm) Type 316 stainless steel hinge pins.
5. Latch: Slam latch with interior and exterior turn handles and padlock hasps
- 6.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Installation: Unless otherwise indicated, install roof accessory items according to construction details of NRCA's "Roofing and Waterproofing Manual." Coordinate with installation of roof deck, vapor barriers, roof insulation, roofing, and flashing to ensure combined elements are secure, waterproof, and weathertight.

END OF SECTION 077200

## Section D. Work Specifications

City of Marion and Marion YMCA seek bidders to provide labor and material re-roof the Marion Rec Center with lump sums for:

Replacing the west roof over the gymnasium (50' x 114') as priority #1, and  
Replacing the lower roof over the southwest entrance (20' x 36') as the 2<sup>nd</sup> priority.  
Repairing and/or replacing Facia is 3<sup>rd</sup> priority.

Unit Pricing: Metal, wood coping and insulation replacement will be quoted on a per linear foot basis.

**There are two deductible alternates:**

Alt #1 (middle roof 24' x 50') and Alt #2 (east roof 36' x 50')  
To be included if funds are available to complete these sections.

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### ETHYLENE PROPYLENE DIENE MONOMER (EPDM) ROOFING

**Approximately 9,427sf total roof.**

**1.1 Qualitative requirements for roofing systems formed with nonvulcanized and vulcanized elastomeric membranes over an insulated deck.  
Fully-adhered thermoset membrane roof.**

**1.2 EPDM SHEET:**

Uniform, flexible sheet formed from a terpolymer of ethylene-propylene-diene (EPDM), complying with ASTM D 4637, of the following grade, class, thickness and exposed color:

Thickness: 60 mils, nominal

Type II, scrim or fabric internal reinforced.

Backing: Unbacked

Black

Sheet Flashing: 60 mil thick EPDM

**1.3 AUXILIARY MATERIALS:**

- A. General: Furnish auxiliary material recommended by roofing system manufacturer for intended use and compatible with EPDM membrane roofing
- B. Recovery Board; 1/2-inch Polyisocyanurate
- C. Seaming Material: Manufacturer's standard splice tape
- D. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.
- E. Fasteners, lap sealant, bonding adhesive, and water cutoff mastic.
- F. Miscellaneous Accessories: Provided pourable sealers, T-joints covers, termination reglets, cover strips and other accessories.



#### **1.4 SUBSTRATE BOARDS**

- A.
  - 1. Glass-mat, water-resistant gypsum substrate
  - 2. Gypsum wood fiber composite/fiber-reinforced gypsum
  - 3. Perlite Board

#### **1.5 ROOF INSULATION:**

- A. General: Provide the following performed roof insulation boards to comply with the roofing systems requirements and referenced standards.  
Polyisocyanurate Board insulation: 20 psi compressive strength, minimum and faced on both top and bottom.

#### **1.6 INSULATION ACCESSORIES:**

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Fasteners
- C. Cold Fluid-Applied Adhesive
- D. Cover Board

#### **1.7 MEMBRANE INSTALLATION:**

- A. Membrane must be fully adhered

#### **1.8 DESIGN CONCERNS:**

Substrate boards may be used as thermal barriers, as support for vapor retarders, and as part of a fire resistance rated roofing system. Substrate boards used as part of a fire-resistance rated roofing system can reduce the amount of spray-on fireproofing needed. Value engineering substrate board out of a rated roof assembly may in turn add cost to the project. Careful choice of roofing insulation can eliminate the need for thermal barrier.



1. Remove the existing coping and dispose.
2. The existing gutter and downspout to remain.
3. Furnish and install the following over the existing roof system.
  - a. Remove the existing wall flashing.
  - b. The existing field membrane will be relief cut and left in place.
  - c. Install (1) one layer of ½" HD (80PSI) Polyiso coverboard over the existing.
  - d. The coverboard will be mechanically fastened per the manufacturer's recommendations.
  - e. Furnish and install .060 EPDM (black, reinforced, non-fleece) mechanically roof system directly over the insulation.
  - f. A twenty (20) year no dollar limit Total Roofing System warranty with 55 MPH wind speed coverage will be issued from the roofing system manufacturer upon completion of the project.
4. Flash parapet walls and equipment in accordance with manufacturer's specifications, with .060 EPDM membrane (black, reinforced, non-fleece).
5. Install custom shop fabricated trims as follows:
  - a. Coping
  - b. Gravelstop (lower roof)
  - c. Drip edge into existing gutter
  - d. All items will be custom shop fabricated from 24-gauge kynar coated steel.
  - e. Color to be selected from the manufacturers standard stocking colors. DMI is basis of colors.
  - f. No metallic or premium colors included. All existing wood blocking remains. We will install new wood at the gutter edge to match the thickness of the new coverboard.
6. Sales tax is not included because city of Marion is Tax Exempt
7. Subject to Federal Davis Bacon Prevailing Wage Rates – Building Construction, Marion, OH (Attached to bid document) "General Decision Number: OH20260067 05/18/2026. Contractor to pay time and half for all hours over 40 hours a week. Submit certified weekly payroll for the project to Marion County Regional Planning Commission.
8. Contractor should maintain liability insurance, property damage insurance, builders risk insurance.
9. Contractor to coordinate with utilities and may subcontract with necessary construction trades such as certified HVAC and/ or electrical trades to remove/reinstall any alarm, water, air conditioning/heating, electrical/communication lines, cell phone antennae and all related equipment that will be required for installation of the new roof system.
10. Owner will obtain any permits and provide adequate access to the building and snow removal and traffic control around the building.

