



BOARD OF COUNTY COMMISSIONERS

WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

ENTER INTO CONTRACT WITH TRITON SERVICES, INC. FOR THE FY18 VILLAGE OF MAINEVILLE – ADA RESTROOM CDBG PROJECT

WHEREAS, pursuant to Resolution #19-0258, adopted February 26, 2019, this Board approved a Notice of Intent to Award Bid for the FY18 Village of Maineville – ADA Restroom CDBG Project to Triton Services, Inc., for a total bid price of \$78,440.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Triton Services Inc., 8162 Duke Boulevard, Mason, Ohio, for a total bid price of \$78,440.00; as attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH\

cc: c/a— Triton Services Inc.
OGA (file)
OMB Bid file



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**APPROVE NOTICE OF INTENT TO AWARD BID TO TRITON SERVICES INC. FOR THE
FY18 MAINEVILLE – ADA RESTROOM UPGRADE CDBG PROJECT**

WHEREAS, bids were closed at 9:30 a.m., February 12, 2019, and the bids were received, opened and read aloud for the FY18 Maineville – ADA Restroom Upgrade CDBG Project for the Grants Administration Office, and the results are on file in the Board of Commissioners' Office; and

WHEREAS, the Warren County Grants Coordinator, has determined that Triton Services Inc. is the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Grants Coordinator, that it is the intent of this Board to award the bid to Triton Services Inc., 8162 Duke Boulevard, Lebanon, Ohio, for a total bid price of \$78,440.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 26th day of February 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH\

cc: OGA (file)
OMB Bid file



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TOM GROSSMANN

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DAVID G. YOUNG

BID OPENING

February 12, 2019

BID OPENING – CDBG FY18 MAINEVILLE ADA RESTROOM UPGRADE

Bids were closed at 9:30 a.m. this 12th day of February and the following bids were received, opened and read aloud for the CDBG FY18 Maineville ADA Restroom Upgrade Project for the Warren County Office of Grants Administration Office:

Triton Services Inc.
Mason, Ohio

\$ 78,440.00

Susanne Mason, Grants Coordinator, Warren County Office of Grants Administration will review bids for a recommendation at a later date.

cc: Bid File

OMB

OGA (file)

February 5, 2019

ADDENDUM #1 TO THE CONTRACT DOCUMENTS

**Warren County Board of Commissioners
FY18 Maineville ADA Restroom Upgrade CDBG Project
Bid Opening: Tuesday, February 12, 2109 at 9:30 AM**

This addendum is part of the contract documents in accordance with provisions of the bid documents.

- On page 5 of 6 of the bid proposal form, the line for HVAC should include a blank to fill out the proposed amount. See attached form.
- On page 3 of 6 of the bid proposal form, under Interior Doors, Frames, Hardware, the metal frame should be 3'4"x7'2" and the door should be 3'0"x7'0". See attached form.
- On Attachment #2 (Technical Specs Page A2) using a 1x8 Rake Board instead of the 1x7 indicated is acceptable.

THIS ADDENDUM MUST BE SIGNED AND ATTACHED TO YOUR BID

Acknowledged by

Date

CDBG FY2018 Village of Maineville ADA Restroom Project

Name: _____

Bid page 1 of 6

DEMOLITION & REMOVALS	Qty	Unit	Unit Price	Total Price
Exterior:				
Remove exterior wall construction	18	LF		
Remove roof structure/roofing	65	SF		
Interior:				
Remove concrete slab on grade	53	SF		
Remove interior partitions	28	LF		
Remove interior doors, frames and hardware	2	EA		
Remove toilet accessories	1	LS		
Remove interior finishes	135	SF		
Miscellaneous demolition and removals	1	LS		-
Hazardous Materials Abatement:	N/A	N/A	N/A	N/A
DEMOLITION & REMOVALS SUBTOTAL				

SUBSTRUCTURE	Qty	Unit	Unit Price	Total Price
Foundation Walls/Footings:				
Concrete trenched foundations	4	CY		
Reinforcing steel	130	LBS		
Concrete Column Footings & Piers:	N/A	N/A	N/A	N/A
Slab On Grade:				
Concrete slab on grade - 4"	2	CY		
Concrete slab forming/finishing labors	140	SF		
Edge forms - 8"	32	LF		
Fiber mesh reinforcing	140	SF		
Vapor barrier - 15 mil	140	SF		
Compacted granular fill - 4"	2	CY		
Foundation Thermal & Moisture Protection:				
1/2" x 4" expansion strip	12	LF		
Styrofoam perimeter insulation 2" thick	128	SF		
Earthwork:				
Excavation/backfilling	1	LS		
Trench foundation/backfill	Included	Included	Included	Included
Remove spoils offsite	Included	Included	Included	Included
V-A(3) SUBSTRUCTURE SUBTOTAL				

STRUCTURAL FRAME	Qty	Unit	Unit Price	Total Price
Floor Frame:	N/A	N/A	N/A	N/A
Roof Framing:				
Wood framed roof structure	147	SF		
Plywood roof decking	224	SF		
STRUCTURAL FRAME SUBTOTAL				

ROOFING	Qty	Unit	Unit Price	Total Price
Sloped Roofing System:				
Standing seam metal roofing	215	SF		
Ridge cap/flashings	13	LF		
Metal fascia/flashings	43	LF		
Flashing at existing building	43	LF		
Counterflashing	16	LF		
Gutters	24	LF		
Downspouts	16	LF		
Miscellaneous sheet metal/flashings	1	LS		
Fiberglass batt insulation	150	SF		
ROOFING SUBTOTAL				

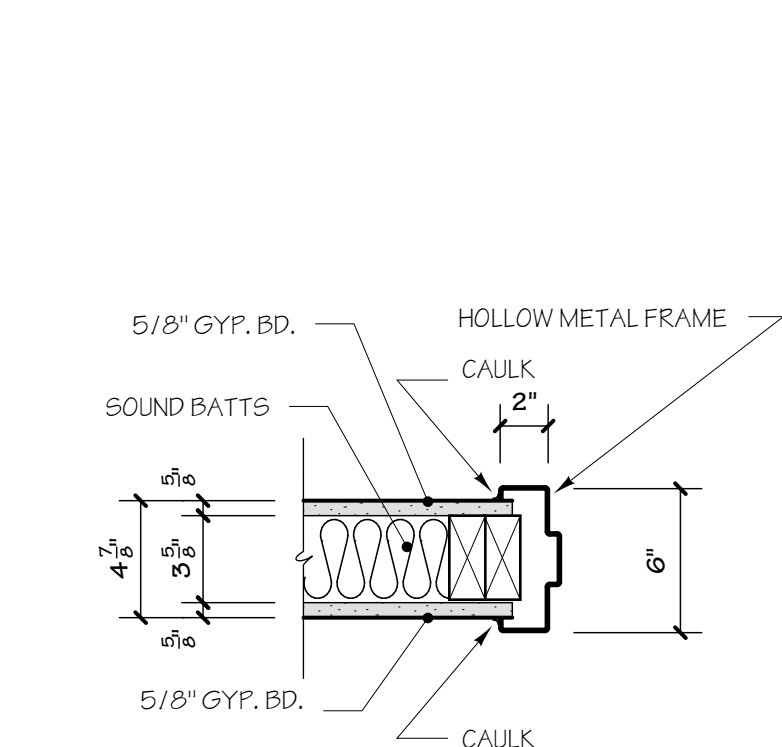
EXTERIOR WALLS	Qty	Unit	Unit Price	Total Price
Exterior Masonry:	N/A	N/A	N/A	N/A
Metal Panel & Framed Construction:				
Prefinished metal panels	315	SF		
Framed Construction:				
6" wood stud framing	315	SF		
Plywood sheathing	352	SF		
6" batt insulation	315	SF		
Drywall	288	SF		
Taping and sanding	288	SF		
Miscellaneous iron and rough carpentry	1	LS		
Aluminum Entry Doors, Windows:	N/A	N/A	N/A	N/A
EXTERIOR WALLS SUBTOTAL				

INTERIOR SUBDIVISION	Qty	Unit	Unit Price	Total Price
Interior Concrete Masonry:	N/A	N/A	N/A	N/A
Metal Stud & Drywall Partitions:				
2x4 wood stud framing	216	SF		
2x6 wood stud framing	60	SF		
Drywall	552	SF		
Taping and sanding	552	SF		
Batt insulation	276	SF		
Fire safing and sealing	1	LS		
Framed column wraps, chases and piers	N/A	N/A	N/A	N/A
Miscellaneous iron and rough carpentry	1	LS		
Aluminum Entry Doors, Curtainwall, Windows:	N/A	N/A	N/A	N/A
Interior Doors, Frames, Hardware:				
Hollow metal frames - 3'4"x7'2"	3	EA		
Solid core wood doors - 3'0"x7'0"	3	EA		
Add for cutouts/glazed lights	N/A	N/A	N/A	N/A
Add for rated doors and frames	N/A	N/A	N/A	N/A
Interior door hardware	3	EA		
Interior Hollow Metal Windows & Sidelights:	N/A	N/A	N/A	N/A
INTERIOR SUBDIVISION SUBTOTAL				
VERTICAL CIRCULATION	N/A	N/A	N/A	N/A
WALL FINISHES	Qty	Unit	Unit Price	Total Price
Masonry Finishes:	N/A	N/A	N/A	N/A
Painting & Wallcovering:				
Paint drywall	1,064	SF		
Finish interior hollow metal door frames	3	EA		
Miscellaneous painting and finishing	1	LS		
WALL FINISHES SUBTOTAL				

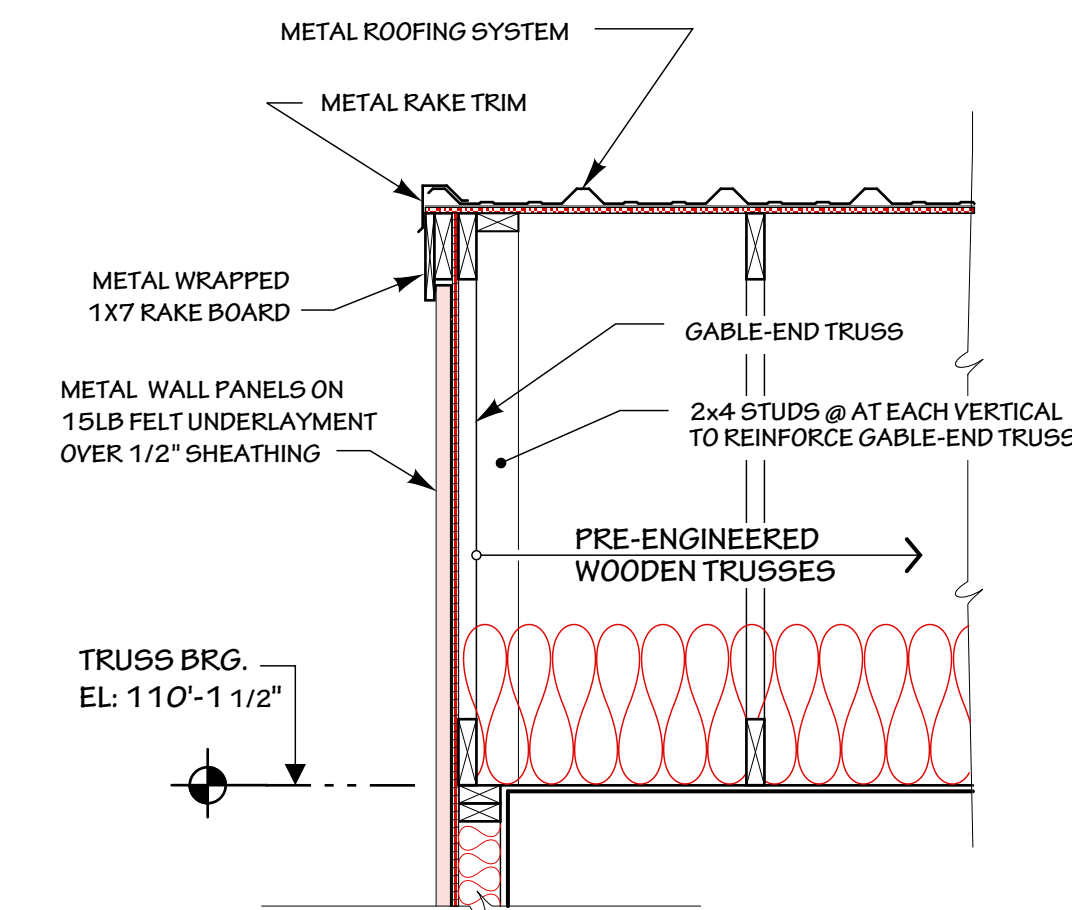
FLOOR FINISHES	Qty	Unit	Unit Price	Total Price
Resilient Flooring:				
Carpet	11	SY		
Vinyl composition tile	N/A	N/A	N/A	N/A
4" rubber cove base	73	LF		
Tile & Terrazzo:				
Ceramic tile	106	SF		
Ceramic tile base	61	LF		
Sealers & Coatings:				
Sealed concrete	16	SF		
FLOOR FINISHES SUBTOTAL				
CEILING FINISHES	Qty	Unit	Unit Price	Total Price
Acoustic Ceiling Systems:				
Suspended acoustic tile ceiling	102	SF		
Metal Framed Drywall Ceilings, Bulkheads & Soffits:				
Drywall attached to roof framing	106	SF		
Painting & Coatings:				
Paint drywall ceiling	106	SF		
CEILING FINISHES SUBTOTAL				
SPECIALTIES	Qty	Unit	Unit Price	Total Price
Toilet Accessories:				
Toilet paperholders	2	EA		
Grab bars	4	EA		
Mirrors	2	EA		
Soap dispensers	2	EA		
Paper towel dispenser/waste receptacle	2	EA		
Mop holder	1	EA		
Signage:				
Interior signage allowance	1	LS		
SPECIALTIES SUBTOTAL				

CASEWORK & WOOD TRIM	N/A	N/A	N/A	N/A
EQUIPMENT	N/A	N/A	N/A	N/A
FIRE PROTECTION	N/A	N/A	N/A	N/A
Extend automatic sprinkler system	N/A	N/A	N/A	N/A
PLUMBING	Qty	Unit	Unit Price	Total Price
Demolition & Removals:				
Remove plumbing fixtures and piping	4	EA		
Remove water heater assembly	1	EA		
Domestic Hot/Cold Water Service:				
Building water service entry	Existing To Remain		N/A	N/A
Domestic hot water heater assembly	1	EA		
Plumbing Fixtures (Including Rough-ins):				
Water closets - floor mount	2	EA		
Wall hung lavs	2	EA		
Domestic water, waste and vent piping	4	EA		
Pipe insulation	Included	Included	Included	Included
Storm Water Removal:	N/A	N/A	N/A	N/A
Miscellaneous Plumbing:				
Pipe ID, charts, system testing etc.	1	LS		
Plumbing contractor general conditions	1	LS		
PLUMBING SUBTOTAL				
HVAC	Qty	Unit	Unit Price	Total Price
Extend hvac systems into addition	259	SF		
Bathroom exhausts	Included	Included	Included	Included
Temperature control, testing and balancing	Included	Included	Included	Included
HVAC contractor general conditions	Included	Included	Included	Included
HVAC SUBTOTAL				

ELECTRICAL	Qty	Unit	Unit Price	Total Price
Demolition & Removals:				
Miscellaneous electrical demolition and removals	150	SF		
Remove lighting and switches	Included	Included	Included	Included
Remove miscellaneous branch power	Included	Included	Included	Included
Cutting and patching	Included	Included	Included	Included
Service Entry, Main Switchboard, Medium Voltage Distribution:		Existing	Existing	Existing
Branch/House Panels, Transformers & Feeders:	Existing	Existing	Existing	Existing
Grounding & Lightning Protection:	Existing	Existing	Existing	Existing
Emergency Power System:	N/A	N/A	N/A	N/A
Branch Power Distribution:				
Branch power distribution allowance	1	LS		
Bathroom exhaust fan connections				Included
Data/Communication Systems:	N/A	N/A	N/A	N/A
Lighting:				
Light fixtures, lamps and drivers	6	EA		
Add for emergency & night light circuits/ballasts				Included
Exit lights				Existing To Remain
Circuits and connections	6	EA		
Light switches	3	EA		
Occupancy sensors				N/A
Circuits and connections	3	EA		
Addressable Fire Alarm System:				
Control and annunciator panels				Existing
Detection/warning devices	3	EA		
Conduit and wiring	3	EA		
Sound Systems:	N/A	N/A	N/A	N/A
Security/Access Systems:	Existing To Remain			
Electrical contractor general conditions	1	LS		
ELECTRICAL SUBTOTAL				
SITE DEVELOPMENT	Qty	Unit	Unit Price	Total Price
Miscellaneous grading/site prep	1	LS		
GRAND TOTAL:				



3 TYPICAL DOOR JAMB (HEAD SIM.)
SCALE: 1/2" = 1'-0"



2 WALL SECTION - END WALL CONDITION
SCALE: 3/4" = 1'-0"

DOOR SCHEDULE

DOOR NO.	SIZE	DOOR			FRAME			HARDWARE	REMARKS
		TYPE	MATERIAL	FINISH	TYPE	MATERIAL	JAMB/HEAD		
103	3'-0" x 7'-0" x 1 3/4"	D-1	WOOD (SOLID CORE)	PAINT	F-1	H.M.	4/A-2	SET NO. 1	
104	3'-0" x 7'-0" x 1 3/4"	D-1	WOOD (SOLID CORE)	PAINT	F-1	H.M.	PEMB DETAIL	SET NO. 2	
105	3'-0" x 7'-0" x 1 3/4"	D-1	WOOD (SOLID CORE)	PAINT	F-1	H.M.	PEMB DETAIL	SET NO. 2	

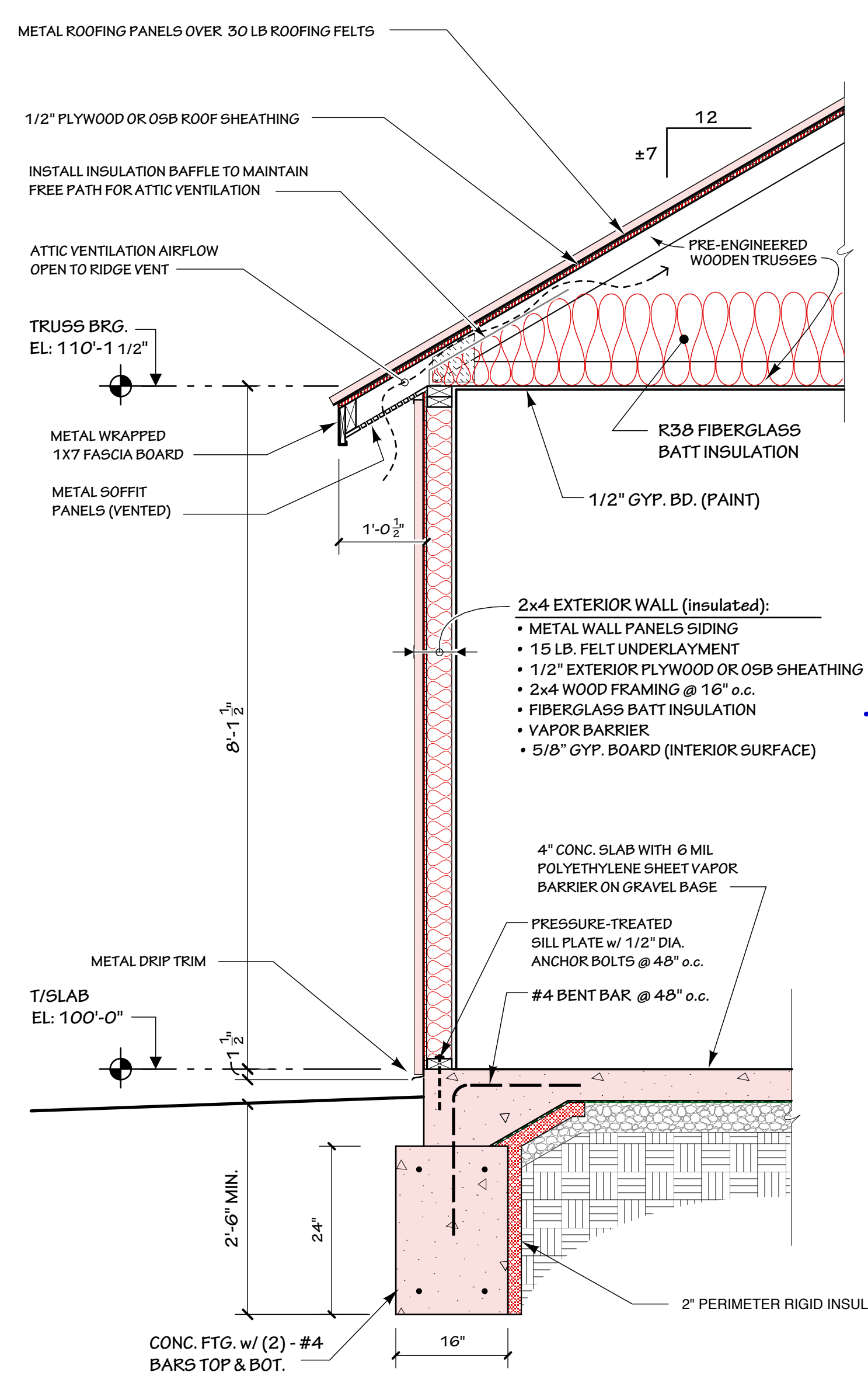
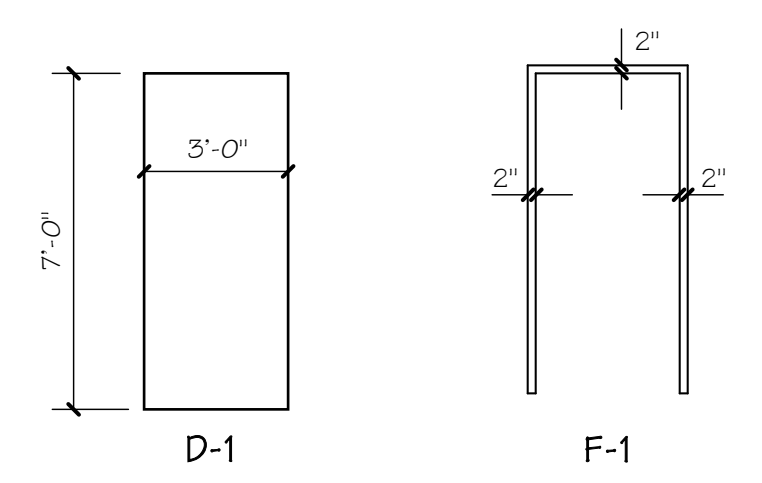
GENERAL HARDWARE NOTES

- This schedule provides the door, frame & hardware intent for the project. The Hardware Supplier is to provide detailed scheduling for review by Architect and Owner. Once Hardware scheduling and details are finalized, copies will be made available to local inspecting authorities.
- All door hardware shall be designed, constructed and installed to be accessible with the OBC and ADAAG.
- Door Hardware: Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate.
- Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. Hardware required for accessible door passage shall be mounted no higher than 48 in (1220 mm) above finished floor.
- Door Closers: If a door has a closer, then the sweep period of the closer shall be adjusted so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 in (75 mm) from the latch, measured to the leading edge of the door.
- Door Opening Force: The maximum force for pushing or pulling open a door shall be as follows:
 - Fire doors shall have the min. opening force allowable by the appropriate administrative authority.
 - Interior hinged doors: 5 lbf
 - Sliding or folding doors: 5 lbf
 These forces do not apply to the force required to retract latch bolts or disengage other devices that may hold the door in a closed position.

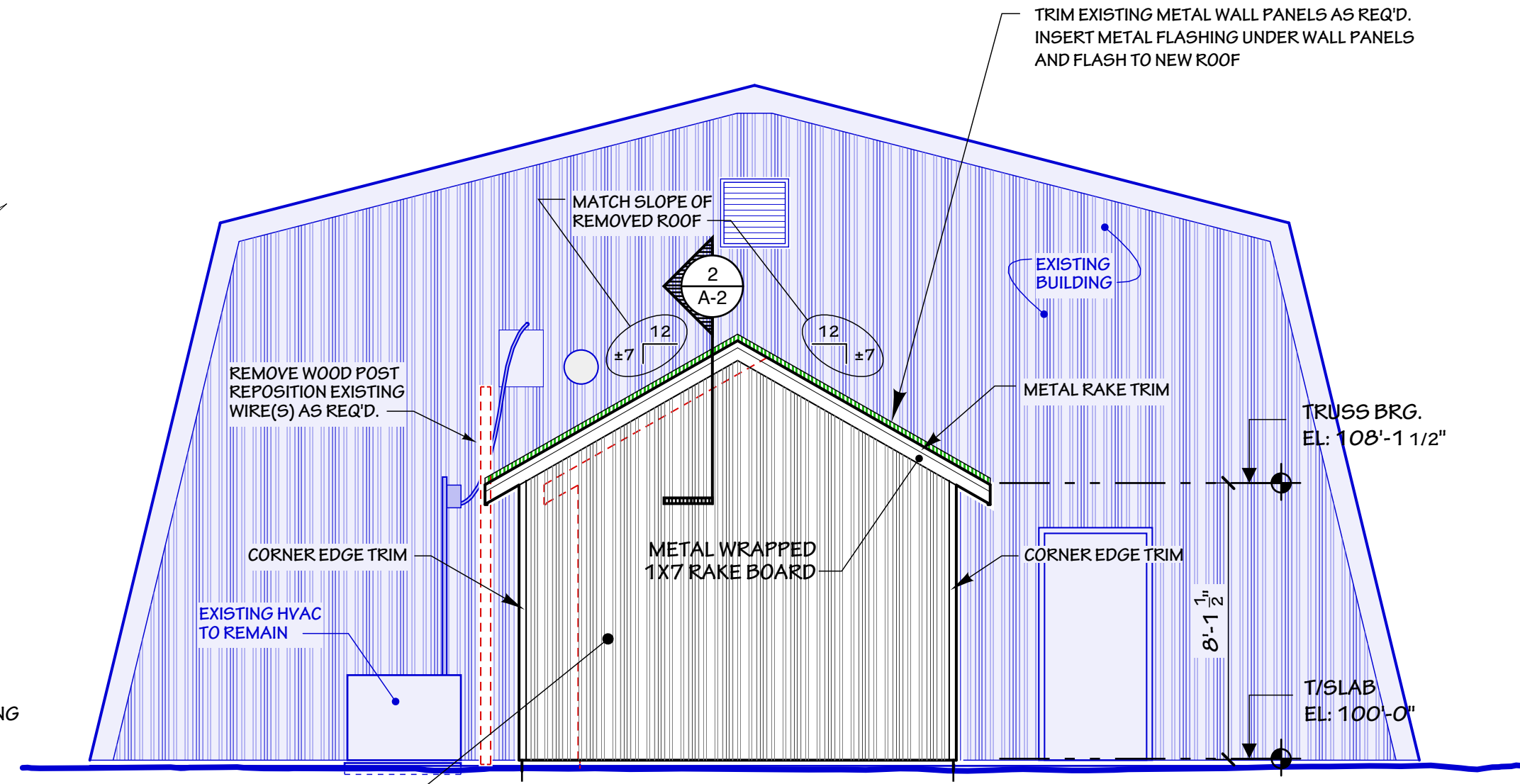
DOOR HARDWARE SCHEDULE

PLEASE NOTE:
A) QUALITY LEVEL: HEAVY DUTY COMMERCIAL
B) ALL HARDWARE FUNCTION SELECTIONS TO BE REVIEWED AND VERIFIED WITH OWNER REPRESENTATIVE PRIOR TO PLACING ORDER.

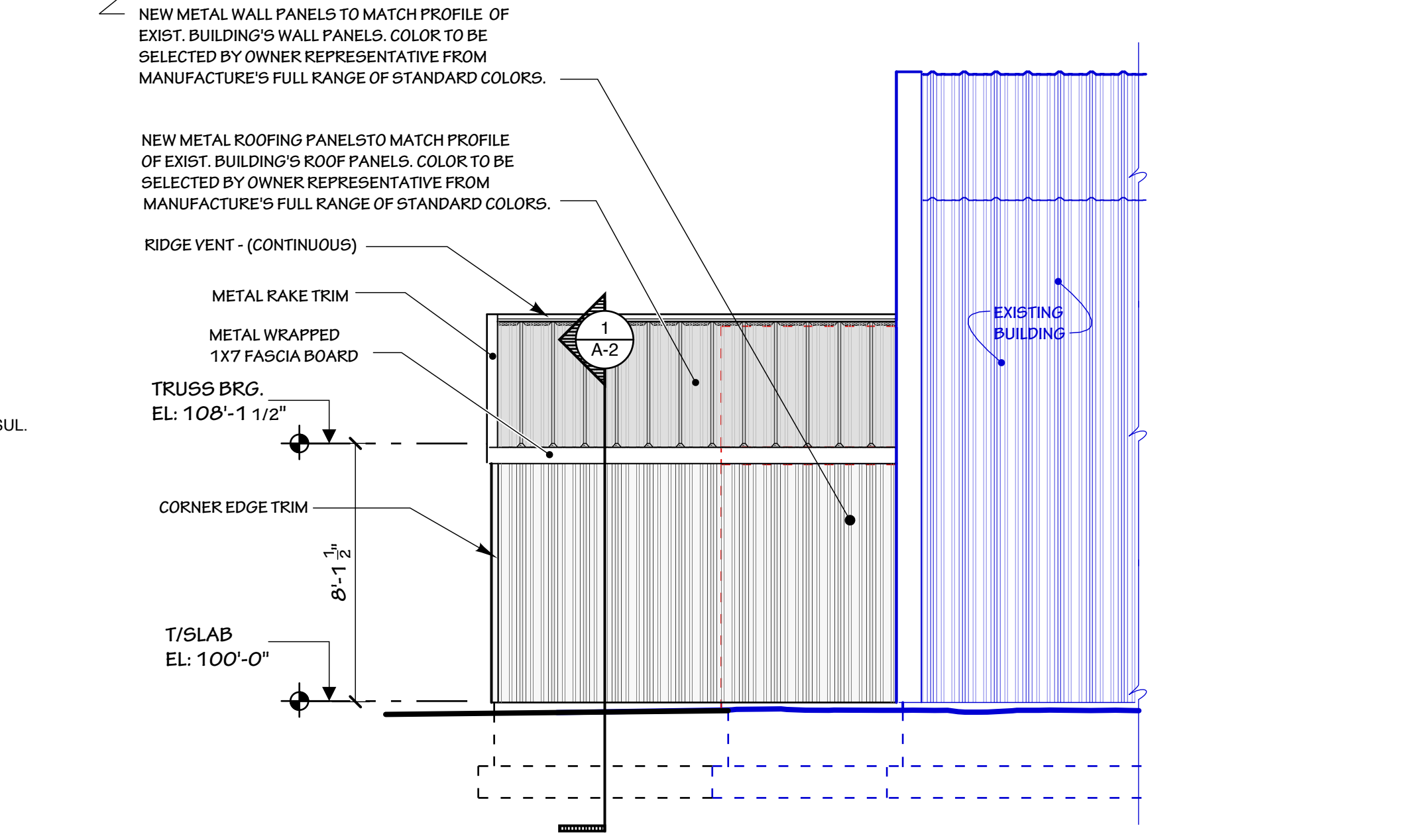
- SET NO. 1
LEVERS STYLE LATCH-SET
FUNCTION: STOREROOM LOCK
3 HINGES
KICK-PLATE
- SET NO. 2
LEVERS STYLE LATCH-SET
FUNCTION: PRIVACY LOCK
3 HINGES
KICK-PLATE



1 WALL SECTION - TYPICAL
SCALE: 3/4" = 1'-0"



A EAST ELEVATION
SCALE: 1/4" = 1'-0"



B NORTH ELEVATION - (SOUTH OPP. HAND)
SCALE: 1/4" = 1'-0"

DESIGN-BUILD SPECIFICATION NOTES (ELECTRICAL, PLUMBING, HVAC):

ELECTRICAL

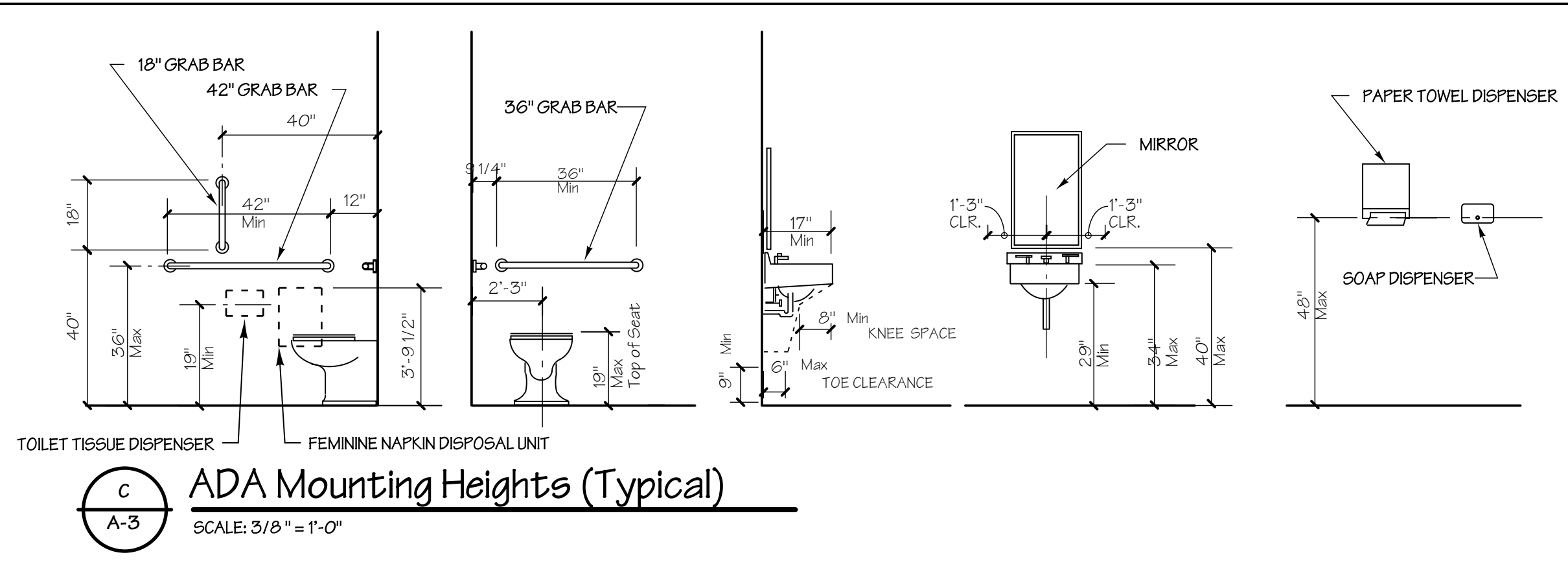
- Scope of Work.
 - Demolition of all electrical devices, cables, and conduits in the demolished restrooms, back to the nearest remaining junction box.
 - Provide and install new Energy Star rated LED light fixtures.
 - Color-rendering of lamps to match existing color of building's existing lighting.
 - Fixtures do not have to have dimming capabilities.
 - Provide a \$100 allowance for each of the troffers.
 - Provide a \$75 allowance for each of the can lights.
 - Owner to have approval authority on submitted fixtures.
 - Provide and install a new GFCI receptacles at each sink as shown.
 - Provide and install emergency lighting fixtures as shown.
 - Provide power to the exhaust fans and control them through the light switches.
 - Provide and install a 120V, 30A circuit and disconnect to water heater.
 - Provide continuous power to exhaust fan in Janitor 103.
- Furnish all labor, material and appurtenances necessary for a complete and operational electrical system.
- All work shall conform to applicable codes and authorities having jurisdiction. The electrical contractor shall secure and pay for all permits, tests, and inspections as required. Provide any floor plans, panel schedules, and single-line diagrams as required by the electrical inspector.

PLUMBING

- Scope of Work.
 - Demolition of all plumbing fixtures, water piping to point where water enters the space and all sanitary and vent piping, including under floor piping.
 - Furnish and install all new plumbing fixtures and piping as indicated below:
 - Water Closet-ADA floor mounted vitreous china with elongated bowl, flushometer, 1.6 gph, open front less cover commercial grade seat.
 - Lavatory-ADA wall hung vitreous china, 4" centers, with carrier and 2 handles faucet.
 - Mop Sink-24"x24"x10" one piece fiberglass with 3" drain and faucet with vacuum breaker, pull lock and brace.
 - Floor Drain-Cast iron body with flanging clamp, trap primer connection and nickel bronze ring and strainer.
 - Electric Water Heater-20 gallon tank, 2500 watt, 120 volt, 1 phase.
 - Sanitary and vent piping-Schedule 40 solid core PVC with solvent weld joints.
 - Water Piping-Type "L" seamless hard copper tube with 95-5 solder joints.
- Furnish all labor, material and appurtenances necessary for a complete and operational plumbing system.
- All work shall conform to applicable codes and authorities having jurisdiction. The Plumbing contractor shall secure and pay for all permits, tests, and inspections as required. Provide any floor plans and isometrics required by the Plumbing inspector.

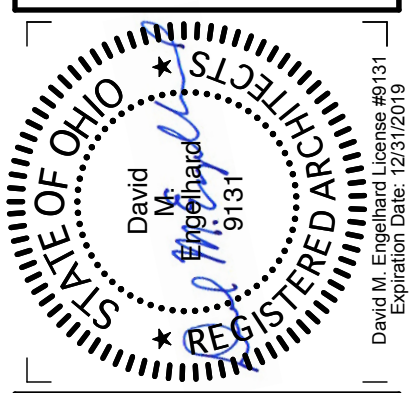
HVAC

- Scope of Work.
 - Demolition of all existing ceiling mounted exhaust fans, supply registers/diffusers, ductwork serving restroom area, associated controls, wiring, etc.
 - Furnish and install new ceiling mounted exhaust fans as follows:
 - Janitor 103 - install new 50 cfm ceiling mounted exhaust fan equal to Greenheck model "SP-A90-QD" complete with ceiling grille and backdraft damper. Exhaust fan to be wired on local lighting circuit ahead of switch to operate continuously. Provide exhaust fan with 4" insulated exhaust duct to a common 8" exhaust duct through exterior wall with bird proof wall cap.
 - Restroom 104 - install new 75 cfm ceiling mounted exhaust fan equal to Greenheck model "SP-A110-QD" complete with ceiling grille and backdraft damper. Exhaust fan to be wired on room lighting circuit through light switch. Provide exhaust fan with 6" insulated exhaust duct to a common 8" exhaust duct through exterior wall with bird proof wall cap.
 - Restroom 105 - install new 75 cfm ceiling mounted exhaust fan equal to Greenheck model "SP-A110-QD" complete with ceiling grille and backdraft damper. Exhaust fan to be wired on room lighting circuit through light switch. Provide exhaust fan with 6" insulated exhaust duct to a common 8" exhaust duct through exterior wall with bird proof wall cap.
 - General contractor to provide 1" door undercut on all rooms containing an exhaust fan.
 - Restroom 104 and 105 - provide new ceiling mounted diffuser complete with drywall frame and balancing damper equal to Price Industries "SCD". Install new insulated supply runs from existing HVAC system to diffusers. Diffusers and airflow shall be sized accordingly for building loads present.
 - All ductwork located in attic/truss space above insulation envelope shall be insulated with minimum 2" thick R-8 duct wrap insulation.
- Furnish all labor, material and appurtenances necessary for a complete and operational HVAC/exhaust system.
- All work shall conform to applicable codes and authorities having jurisdiction. The HVAC contractor shall secure and pay for all permits, tests, and inspections as required. Provide any floor plans and isometrics required by the Plumbing inspector.



C ADA Mounting Heights (Typical)
SCALE: 3/8" = 1'-0"

David Engelhard, Architect
8773 Creekside Lane
Maineville, Ohio 45039
phone: 513.509.1176
cell: 513.583.1751
email: dea@ceincrr.com



VILLAGE OF
MAINEVILLE
EST. 1885

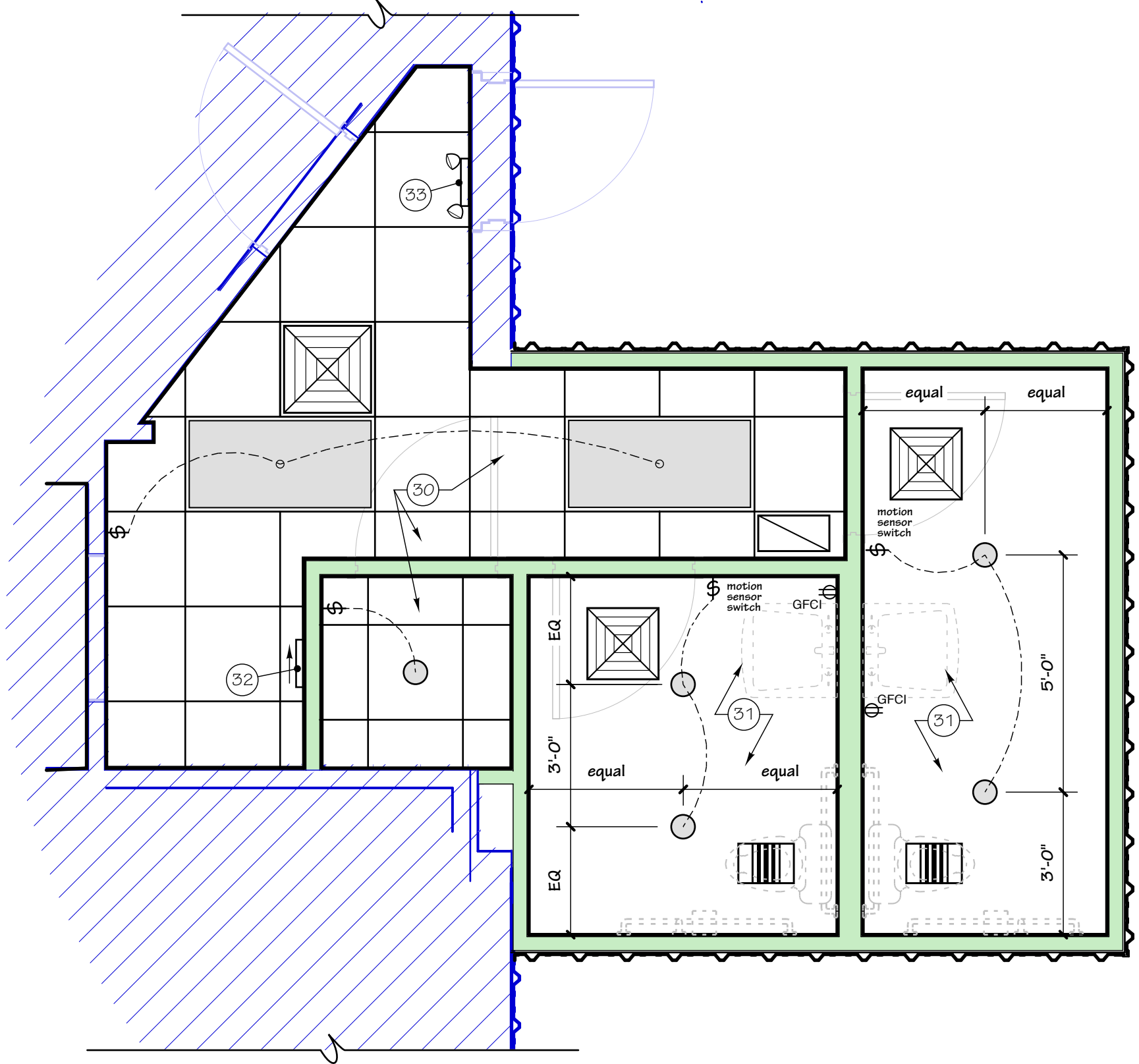
REVISIONS	NO.	DATE	DESCRIPTION

Exterior Elevations:

PROJECT: ADA Restroom Addition/Remodeling
Village of Maineville Administration Building
8188 S. St. Rt. 48, Maineville, OH 45039
PROJ. NO.: 17 - 012.00

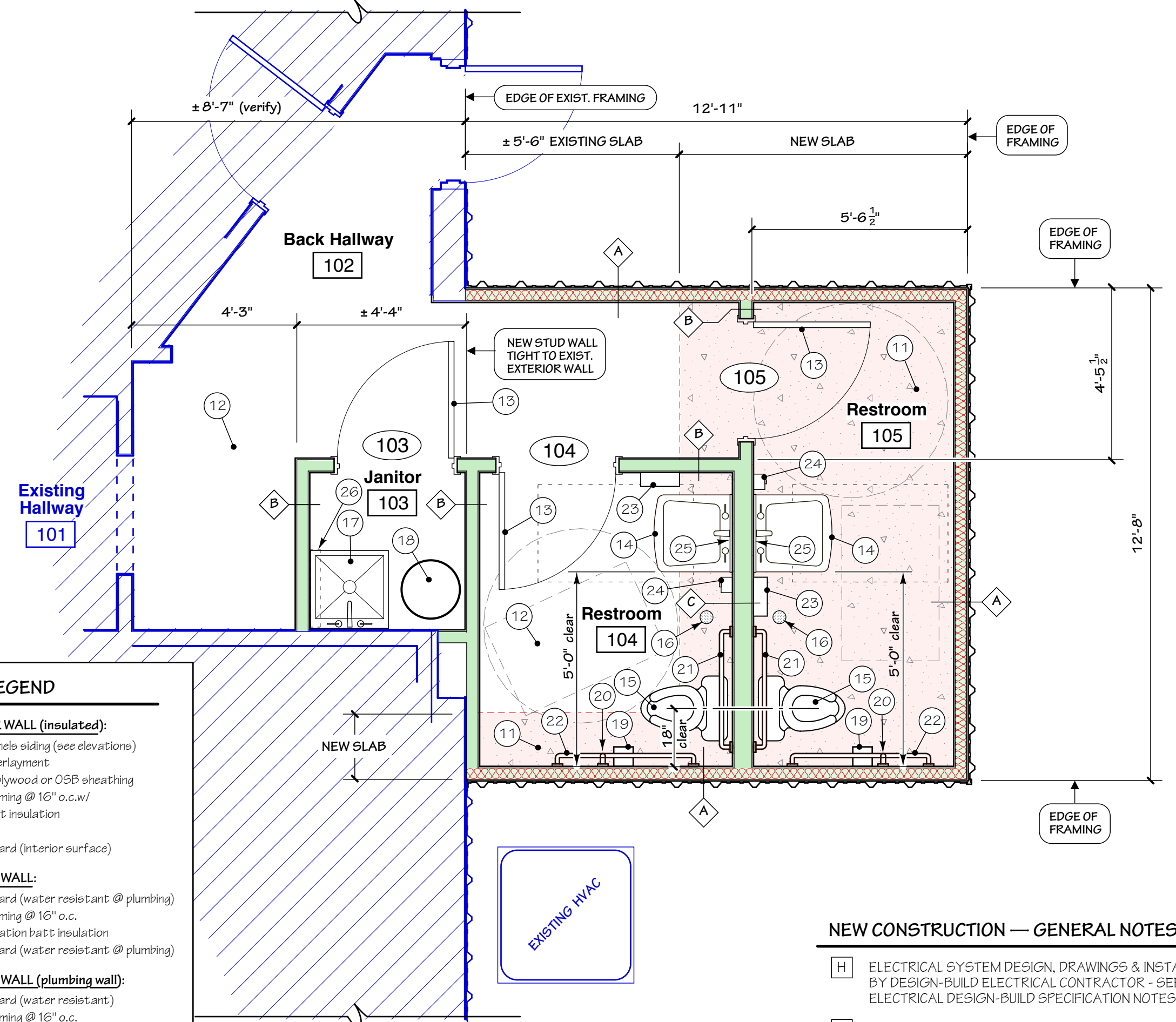
DATE: 09/17/18

SHEET NO: **A-2**



3 REFLECTED CEILING PLAN
SCALE: 3/8" = 1'-0"

- WALL TYPES LEGEND**
- A 2x4 EXTERIOR WALL (insulated):**
 - Metal Wall Fama siding (see elevations)
 - 15 lb. felt underlayment
 - 1/2" exterior plywood or OSB sheathing
 - 2x4 wood framing @ 16" o.c./w/ fiberglass batt insulation
 - Vapor barrier
 - 5/8" Gyp. Board (interior surface)
 - B 2x4 INTERIOR WALL:**
 - 5/8" Gyp. Board (water resistant @ plumbing)
 - 2x4 wood framing @ 16" o.c.
 - Sound attenuation batt insulation
 - 5/8" Gyp. Board (water resistant @ plumbing)
 - C 2x6 INTERIOR WALL (plumbing wall):**
 - 5/8" Gyp. Board (water resistant)
 - 2x6 wood framing @ 16" o.c.
 - Sound attenuation batt insulation
 - 5/8" Gyp. Board (water resistant)



2 NEW CONSTRUCTION PLAN
SCALE: 3/8" = 1'-0"

REFLECTED CEILING PLAN KEYNOTES

- 30 NEW 2x2 SUSPENDED ACOUSTIC CEILING GRID AND PADS @ 8'-0" - MATCH EXISTING SYSTEM
- 31 NEW 1/2 GYP. BOARD CEILING TIGHT TO UNDERSIDE OF CEILING RAFTERS
- 32 EXIT SIGN (WITH DIRECTIONAL ARROW) - WALL MOUNT
- 33 EXIT SIGN/EGRESS LIGHT COMBO UNIT

- REFLECTED CEILING PLAN LEGEND**
- EXHAUST FAN (RECESSED - CEILING MOUNTED)
 - SUPPLY DIFFUSER - TIE INTO EXISTING HVAC DUCTWORK SYSTEM
 - RETURN AIR GRILLE - TIE INTO EXISTING HVAC DUCTWORK SYSTEM
 - 2x4 RECESSED TROFFER LIGHT - TIE INTO EXISTING HALLWAYS LIGHTING CIRCUIT AND SWITCHING
 - 6" RECESSED LED LIGHT FIXTURE

ROOM FINISH SCHEDULE

ROOM NO.	DESCRIPTION	FLOOR	BASE	WALL		TRIM	CEILING			NOTES	
				MATERIAL	FINISH		MATERIAL	FINISH	HEIGHT		
101	EXISTING HALLWAY			EXISTING FINISHES TO REMAIN							
102	BACK HALLWAY	VCT	4" RESIL.	GYP. BD.	PAINT	PAINT	ACT	WHITE	±7'-8"	[1] [3] [5] [8]	
103	JANITOR'S CLOSET	VCT	4" RESIL.	GYP. BD.	PAINT	PAINT	ACT	WHITE	±7'-8"	[1] [3] [6] [8]	
104	RESTROOM	CERAMIC TILE	CERAMIC COVE	GYP. BD.	PAINT	CER. TILE	PAINT	GYP. BD.	PAINT	±8'-0"	[2] [4] [6] [7]
105	RESTROOM	CERAMIC TILE	CERAMIC COVE	GYP. BD.	PAINT	CER. TILE	PAINT	GYP. BD.	PAINT	±8'-0"	[2] [4] [6] [7]

NOTES:
 [1] VCT (VINYL COMPOSITION TILE) - DESIGN STANDARD; ARMSTRONG FLOORING'S - STANDARD EXCELON IMPERIAL TEXTURE
 [2] 12 x 12 GLAZED PORCELAIN TILE
 [3] 4" RESILIENT BASE BY KOPPE OR EQUAL
 [4] GLAZED PORCELAIN BASE COVE
 [5] PAINT: BACK HALLWAY'S GYPSUM BOARD, 1 COAT LATEX PRIMER AND 2 COATS LATEX EGG SHELL
 [6] PAINT: RESTROOMS & JANITOR CLOSET'S GYPSUM BOARD, 1 COAT LATEX PRIMER AND 2 COATS LATEX SEMI-GLOSS
 [7] PORCELAIN TILE WAINSCOT ALL FOUR WALLS - 48" HEIGHT
 [8] ACT (ACOUSTIC CEILING TILE) w/ REGULAR EDGE SUSPENDED FROM 2x2 METAL GRID

NEW CONSTRUCTION — GENERAL NOTES

- H ELECTRICAL SYSTEM DESIGN, DRAWINGS & INSTALLATION - TO BE PROVIDED BY DESIGN-BUILD ELECTRICAL CONTRACTOR - SEE SHEET A-2, FOR ELECTRICAL DESIGN-BUILD SPECIFICATION NOTES.
- J PLUMBING SYSTEM DESIGN, DRAWINGS & INSTALLATION - TO BE PROVIDED BY DESIGN-BUILD PLUMBING CONTRACTOR - SEE SHEET A-2, FOR PLUMBING DESIGN-BUILD SPECIFICATION NOTES.
- K HVAC SYSTEM DESIGN, DRAWINGS & INSTALLATION - TO BE PROVIDED BY DESIGN-BUILD HVAC CONTRACTOR - SEE SHEET A-2, FOR HVAC DESIGN-BUILD SPECIFICATION NOTES.

NEW CONSTRUCTION — KEYNOTES

- 11 NEW CONCRETE SLAB - SEE FINISH SCHEDULE, THIS SHEET
- 12 EXISTING CONCRETE SLAB - SEE FINISH SCHEDULE, THIS SHEET
- 13 NEW 3'-0 x 7'-0 DOOR - SEE DOOR SCHEDULE, SHEET A-2
- 14 NEW ACCESSIBLE LAVATORY - SEE TYPICAL ADA MOUNTING HEIGHTS DIAGRAM, SHEET A-2.
- 15 NEW ACCESSIBLE WATER CLOSET - SEE TYPICAL ADA MOUNTING HEIGHTS DIAGRAM, THIS SHEET.
- 16 NEW FLOOR DRAIN
- 17 NEW 24 x 24 MOP SINK
- 18 NEW HOT WATER HEATER (PROVIDE REQUIRED ELECTRIC & PLUMBING)
- 19 TOILET PAPER DISPENSER • BOBRICK B-27460 - SEE TYPICAL ADA MOUNTING HEIGHTS DIAGRAM, SHEET A-2.
- 20 18" GRAB BAR • BOBRICK B-6806 x 18 - SEE TYPICAL ADA MOUNTING HEIGHTS DIAGRAM, SHEET A-2.
- 21 36" GRAB BAR • BOBRICK B-6806 x 36 - SEE TYPICAL ADA MOUNTING HEIGHTS DIAGRAM, SHEET A-2.
- 22 42" GRAB BAR • BOBRICK B-6806 x 42 - SEE TYPICAL ADA MOUNTING HEIGHTS DIAGRAM, SHEET A-2.
- 23 PAPER TOWEL DISPENSER • BOBRICK B-262 - SEE TYPICAL ADA MOUNTING HEIGHTS DIAGRAM, SHEET A-2.
- 24 SOAP DISPENSER • BOBRICK B-212 - SEE TYPICAL ADA MOUNTING HEIGHTS DIAGRAM, SHEET A-2.
- 25 24" x 36" MIRROR • BOBRICK B-165 2436 - SEE TYPICAL ADA MOUNTING HEIGHTS DIAGRAM, SHEET A-2.
- 26 24" MOP & BROOM HOLDER • BOBRICK B-223 x 24

2 SELECTIVE REMOVALS PLAN
SCALE: 3/8" = 1'-0"

CONSTRUCTION SAFETY

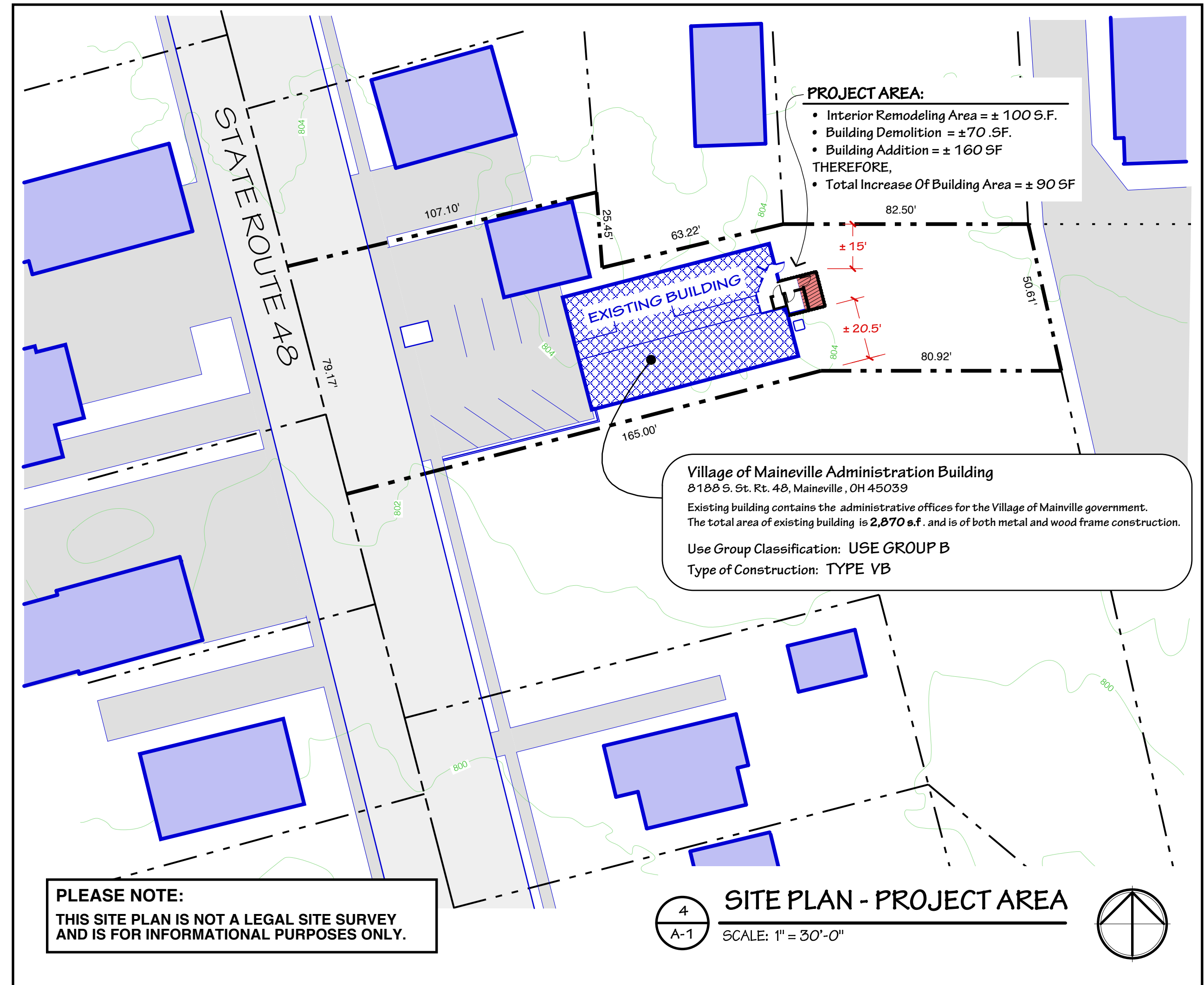
- (1) ARCHITECT/ENGINEER SHALL NOT BE RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION SELECTED BY CONTRACTOR.
- (2) CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. WHEN ON SITE, ARCHITECT/ENGINEER IS RESPONSIBLE FOR HIS/HER SAFETY BUT HAS NO RESPONSIBILITY FOR THE SAFETY OF OTHER PERSONNEL OR SAFETY CONDITIONS AT THE SITE.
- (3) BRACE THE STRUCTURE AS REQUIRED DURING CONSTRUCTION TO MAINTAIN STABILITY UNTIL THE STRUCTURE IS COMPLETE AND FUNCTIONING AS THE DESIGNED UNIT.

SELECTIVE REMOVALS — GENERAL NOTES

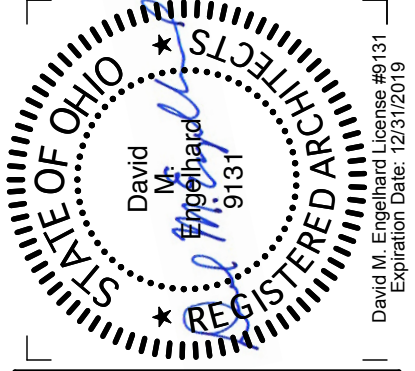
- A IN WORK AREA: REMOVE ALL EXIST. SANITARY PIPING TO BELOW FLOOR AND PLUG. PER PLUMBING DESIGN-BUILD SPECIFICATION NOTES, SHEET A-2.
- B IN WALLS TO BE REMOVED, REMOVE PLUMBING VENTS IN WALL AND THRU ROOF. PATCH AND REPAIR ROOF AS REQUIRED. IN WALLS TO BE REMOVED, PER PLUMBING DESIGN-BUILD SPECIFICATION NOTES, SHEET A-2.
- C IN WORK AREA: REMOVE ALL EXIST. DIFFUSERS, SUPPLY BRANCH DUCTWORK, AND RETURN DUCTWORK BACK TO PLENUMS AS REQUIRED. EXISTING SUPPLY MAINS, PLENUMS AND SUPPLY DUCTWORK TO TOILET ROOMS TO REMAIN. PER HVAC DESIGN-BUILD SPECIFICATION NOTES, SHEET A-2.
- D IN ALL WALLS TO BE REMOVED, REMOVE WIRING AND CONDUIT BACK TO JUNCTION BOX PER ELECTRICAL DESIGN-BUILD SPEC NOTES, SHEET A-2.
- E IN WORK AREA: REMOVE ALL EXIST. LIGHT FIXTURES IN CEILING AND ASSOCIATED WIRING PER ELECTRICAL DESIGN-BUILD SPEC NOTES, SHEET A-2.
- F IN WORK AREA: REMOVE ALL EXIST. CEILING GRID AND TILE. TYPICAL IN ALL ROOMS UNLESS NOTED OTHERWISE.
- G IN WORK AREA: REMOVE ALL EXIST. FLOOR FINISHES AND ADHESIVE (CARPET; VCT; VINYL FLOORING; CERAMIC/QUARRY TILE, ETC.), DOWN TO CONCRETE. TYPICAL IN ALL ROOMS UNLESS NOTED OTHERWISE.

SELECTIVE REMOVALS — KEYNOTES

- 1 REMOVE EXISTING GYPSUM WALLBOARD AND STUDS (FLOOR TO STRUCTURE ABOVE).
- 2 REMOVE EXISTING GYPSUM WALL BOARD SOFFIT/BULKHEAD
- 3 REMOVE EXISTING DOOR AND FRAME.
- 4 REMOVE EXISTING SUSPEND METAL CEILING GRID, LAY-IN PADS, LIGHT FIXTURES AND DIFFUSERS.
- 5 REMOVE EXISTING WATER HEATER
- 6 REMOVE PLUMBING FIXTURE - CAP OFF AS REQ'D, BELOW SLAB AND/OR PREP FOR PLUMBING LINE EXTENSIONS TO NEW INSTALLATIONS - SEE NEW CONST. PLAN
- 7 REMOVE EXISTING EXTERIOR WALL FROM TOP OF FOUNDATION TO ROOF
- 8 REMOVE EXISTING ROOF STRUCTURE; ROOF DECKING AND METAL ROOFING ABOVE.
- 9 REMOVE PORTIONS OF EXISTING METAL SIDING AS REQUIRED FOR NEW ADDITION.
- 10 REMOVE FLOOR FINISHES DOWN TO EXISTING CONCRETE SLAB.



4 SITE PLAN - PROJECT AREA
SCALE: 1" = 30'-0"



REVISIONS

NO.	DATE	DESCRIPTION

PLANS - Demo; New Construction; Reflected Cig.

PROJECT: ADA Restroom Addition/Remodeling
 Village of Mainville Administration Building
 8188 S. St. Rt. 48, Maineville, OH 45039

DATE: 09/17/18

SHEET NO. A-1

BID/CONTRACT DOCUMENTS
CDBG FY2018 Village of Maineville: ADA
Restroom Project

Bid Date:
Tuesday, February 12, 2019
9:30 AM

WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250

TABLE OF CONTENTS

- I. Bidder Identification
- II. Invitation to Bid
- III. Instructions to Bidders
- IV. Technical Specifications
- V. Proposal Forms
 - A. Bid Form and Proposal Price Sheet
 - B. Affidavit of Contractor or Supplier of Non-Delinquency of Personal Property Taxes
 - C. Bid Guaranty and Contract Bond/Performance Bond
 - D. Bonding and Insurance Requirements
 - E. Non-Collusion Affidavit
 - F. Experience Statement
 - G. List of Subcontractors
- VI. Contract
 - A. Contract
 - B. Certification
- VII. Federal and State Requirements
 - A. Conflict of Interest
 - B. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention
 - C. Special Equal Opportunity Provisions
 - D. Contractor Section 3 Plan Format
 - E. Proposed Subcontracts Breakdown
 - F. Estimated Project Workforce Breakdown
 - G. Certification of Bidder Regarding Equal Employment Opportunity
 - H. Certification of Subcontractor Regarding Equal Employment Opportunity
 - I. Certification of Bidder Regarding Section 3 and Segregated Facilities
 - J. Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities
 - K. Certification of Compliance with Air and Water Acts (Applicable to contracts exceeding \$100,000)
 - L. Architect's Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
 - M. Designer's Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped

VIII. Federal Labor Standards Provisions

- A. U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions
- B. Certificate of Compliance with Federal Labor Standards Provisions
- C. Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- D. Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- E. Federal Davis-Bacon Wage Decision

IX. Prevailing Wage Information

SECTION I
BIDDER IDENTIFICATION

BIDDER IDENTIFICATION

ATTENTION BIDDER: Please fill out this form and submit with your bid.

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

ADDRESS: _____

PHONE NUMBER: _____

PROJECT CONTACT PERSON: _____

PHONE NUMBER: _____

EMAIL. _____

Warren County, Ohio

Contractor / Subcontractor MBE / WBE Information

Contractor / Subcontractor Name: _____

Address _____

City, State, Zip _____

Phone _____ Federal ID No. _____

Contract / Subcontract Amount: _____

Please provide information below regarding contractor / subcontractor's president, chief executive or owner if sole proprietorship, or all partners if partnership. (If partnership, please indicate percent of ownership).

Contractor is:

- Corporation
- Sole Proprietorship
- Partnership Percent of ownership _____

Gender:

- Male
- Female

Race:

- White American
- Black American
- Native American
- Hispanic American
- Asian/Pacific American
- Hasidic Jew

Type of Trade:

- New Construction
- Substantial Rehap
- Repair
- Service
- Project Mangt.
- Professional
- Tenant Services
- Education / Training
- Arch./Engrg Appraisal
- Other

MBE/WBE Status (check all that apply):

- MBE
- WBE

Completed by _____

Signature _____

Date _____

SECTION II
INVITATION TO BID

INVITATION TO BIDDERS

Separate sealed bids for the **CDBG FY2018 Village of Maineville ADA Restroom Project** will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until **9:30 a.m. on Tuesday, February 12, 2019** and then at said time publicly opened and read aloud.

Bid documents and specifications may be obtained at the Warren County Office of Grants Administration, 406 Justice Drive, Lebanon, OH 45036, Room 251 upon payment of \$20.00. None of these costs are refundable. Only bidders who have purchased bid documents from Warren County will be eligible to place a bid.

A Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashiers check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as Bid for:

"CDBG FY2018 Village of Maineville ADA Restroom Project "

and mailed or delivered to:

Warren County Commissioners Office
406 Justice Drive
Lebanon, Ohio 45036

Attention of bidders is called to all of the requirements contained in the bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100 percent of the contract price.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

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

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

Any questions may be directed to Susanne Mason at the Warren County Office of Grants Administration at (513) 695-1210.

SECTION III
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. **Receipt and Opening of Bids:**

The Warren County Board of Commissioners (herein referred to as "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Warren County Board of Commissioners until **9:30 a.m. on February 12, 2019**, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Warren County Board of Commissioners at 406 Justice Drive, Lebanon, Ohio 45036. Bids shall be submitted in a sealed envelope clearly marked "**CDBG FY2018 Village of Maineville ADA Restroom Project.**" The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **Preparation of Bid:**

Each bid must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.

3. **Method of Bidding:**

Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

The Owner invites unit price bids for the construction described in the plans and specifications. These unit prices shall be extended by estimated quantities to develop a total price for the project.

If the total price received from the lowest and best bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest and best bidder or bidders;
- c. Reduce the scope of work by eliminating certain items of work to produce a total bid which is within available funds;
- d. Reduce the scope of work by reducing the quantity of certain items of work to produce a total bid which is within available funds;
- e. Reduce the scope of work by a combination of adjustments as outlined in "c" and "d" above to produce a total bid which is within available funds.

The engineer's estimate on this project is **\$71,439.00**

4. Qualifications of Bidder:

The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. Bid Security:

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. (See Invitation to Bidders for required amounts) Such cash, checks or bid bonds will be returned to bidders after the Owner has awarded the bid and has executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

6. Liquidated Damages for Failure to Enter into Contract:

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

7. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project **within sixty (60) days from the date of said notice**. The completion date may not be extended, even in the event of adverse weather conditions. Bidder must agree also to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

8. Conditions of Work:

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

9. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to: Susanne Mason, Grants Coordinator, Office of Grants Administration, 406 Justice Drive, Lebanon, Ohio 45036, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

10. Security for Faithful Performance:

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a performance (surety) bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/ Contract Bond was submitted with your original bid a Performance Bond will not be required.

11. Power of Attorney:

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.

12. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

13. Method of Award - Lowest Qualified Bidder:

The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.

14. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

15. Safety Standards and Accident Prevention:

With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

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

16. Examination of Site:

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

17. Soil Conditions:

Subject to the convenience of the Owner, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he/she shall maintain and restore the site to original condition. The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

18. Water Supply:

All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

19. Working Facilities:

The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

20. Permits:

The Contractor shall take out all necessary permits from the proper authorities, and shall give all notices required by law or ordinance. The charge or fee for any permit issued by the proper authority shall be borne by the contractor.

21. Signature of Bidders:

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

22. Right to Accept or Reject Proposals:

The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed most responsive and responsible.

23. Non-Collusion Affidavit:

The successful bidder will be required to submit a non-collusion affidavit on the form included in these Bid/Contract documents (Section V). This affidavit shall be dated and executed as part of this bid.

24. Wage Rates:

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Act. A copy of these prevailing wage rates have been included in these specifications. Every Contractor and Subcontractor who is subject to Ohio Revised Code, Chapter 4115 shall, as soon as he begins performance under his contract with the Owner, supply the Prevailing Wage Coordinator for the Owner a schedule of the dates on which he is required to pay wages to employees. He shall also deliver to the Prevailing Wage Coordinator within three weeks after each pay date, a certified copy of his payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

In case the Owner orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any Subcontractor under this contract to employ a person not herein specified, the Owner will include in the contract change order for such extra or additional work, a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid to each employee engaged in work of such trade or occupation, not less than the wage so included. Insofar as possible, local labor shall be employed on this work.

25. Subletting of Contract:

The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his own organization, No subcontract, or transfer of contract, shall in any way release the Contractor of his liability under the contract and bonds.

26. Required Insurance:

In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his own cost and expense purchase and maintain in force until final acceptance of his work, the forms of insurance coverage listed below.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, **but shall specifically refer to this Contract** and shall name the Board of Warren County Commissioners as additionally insured. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the Owner for its possession.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least ten days prior to the effective date of such cancellation or amendment.

Item A - Workmen's Compensation and/or Employer's liability Insurance as required or specified by State Law.

Item B - Contractor's Direct and Completed Operations Bodily Injury Liability Insurance.

Item C - Contractor's Direct and Completed Operations Property Damage Liability Insurance.

Item D - Contractor's Protective Bodily Injury Liability Insurance.

Item E - Contractor's Protective Damage Liability Insurance.

Item F - Owner's Protective Bodily Injury Liability Insurance, naming the Owner as insured.

Item G - Owner's Protective Property Damage Liability Insurance, naming the Owner as insured.

Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item I - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item J - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, H, and I shall be provided by or on behalf of the Subcontractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J shall be in an amount and form as each railroad or utility company may require.

All Bodily Injury coverage (Items B, D, F, and H) shall be broadened by the inclusion of the terms "occurrence" in lieu of "caused by accident."

In addition to the Contractor's Direct Bodily Injury Liability Insurance (Item B) and the Contractor's Direct Property Damage Liability Insurance (Item C), the Contractor shall also provide Completed Operations Bodily Injury Liability Insurance and Completed Operations Property.

Damage Liability Insurance for the same amounts as provided for Item B and C during the period of one (1) year after the final acceptance date shall be the date the final estimate is paid to the Contractors. Performance Bond includes material and workmanship for 12 months after completion.

Comprehensive General Liability Insurance: In an amount not less than \$1,000,000.00 per occurrence for Bodily Injury and \$500,000.00 for explosion underground and collapse, commonly known as "XCU."

Comprehensive Automobile Liability Insurance: In an amount not less than \$500,000.00 per person, \$1,000,000.00 per occurrence for Bodily Injury, and \$500,000.00 for Property Damage. Such coverage shall include all vehicles, owned, non-owned and hired.

Builders Risk Insurance: All Risk form, including subsidence and theft of materials from the job site. Such coverage shall be maintained until final acceptance of the Contract by the Owner and payable to the Owner for the benefit of the contractor. The limit for Builders Risk shall be the full value of construction.

27. Maintenance of Rights-of-Way:

All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and Owner prior to any work beginning on the affected property.

28. Lights, Signs and Barricades:

Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract and shall be the sole responsibility of the Contractor.

29. Foreign Corporation and Contractors:

Foreign Corporations

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

30. Subcontracts

Contractor shall provide an explanation as part of its bid package of all subcontractors intended to be used in performance of the work described in the Section IV. In the event the Owner does not object, Contractor may have such work performed by a subcontractor. Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of the Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

31. Personal Property Tax Affidavit

All bidders must complete the personal property tax affidavit and submit with your bid. *This section should be completed whether or not you as a vendor/contractor own property in Warren County.*

32. Description of Project:

See Section IV

33. Scope of Work:

Provide all work as described in the Specifications herein (Section IV) as necessary to provide for project completion.

34. Required Forms:

Each Bidder shall complete and submit the following forms with his/her bid:

- a. Bid Form and Proposal Price Sheet (Section V)
- b. Affidavit of Non-Delinquency of Taxes (Section V)
- c. Bid Guaranty and Contract Bond (Section V)
- d. Non-collusion Affidavit (Section V)
- e. Experience Statement (Section V)
- f. List of Subcontractors (Section V)

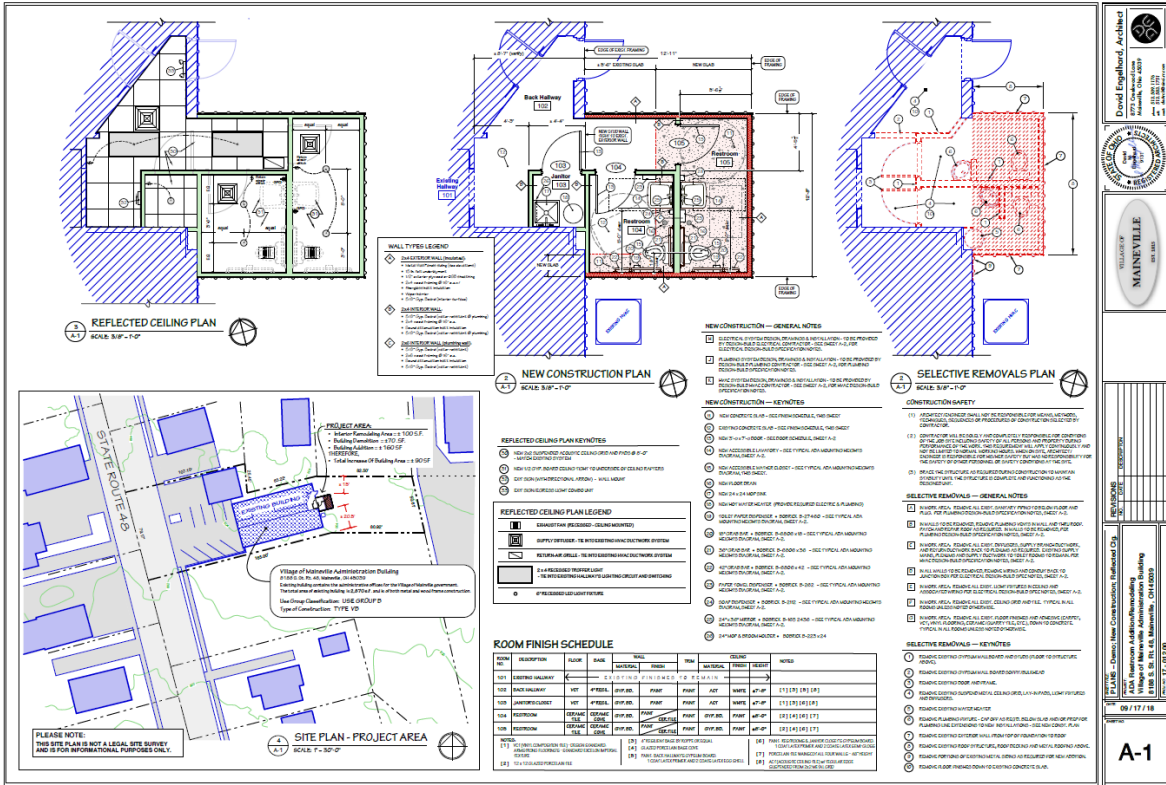
35. Additional Obligations Upon Contract Award:

Upon award of the bid but prior to execution of the final agreement and notice to proceed, the Contractor shall submit all of the following documents, completed as required:

- a. Acceptance of Notice of Award
 - b. Contract
 - c. Insurance certificate(s) and/or policy (ies)
 - d. Performance Bond
 - e. Contractor's Section 3 Plan (if over \$10,000)
 - f. Certification of Bidder Regarding EEO (if over \$10,000)
 - g. Certification(s) by any/all proposed subcontractors regarding EEO (if over \$10,000)
 - h. Certification of Bidder Regarding Section 3 and Segregated Facilities
 - i. Certification(s) of any/all proposed subcontractors regarding Section 3 and Segregated Facilities
 - j. Certification by Contractor and Subcontractor(s) of compliance with Air and Water Acts (if over \$100,000)
 - k. Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - l. (All) Subcontractor's Certification(s) concerning Labor Standards and Prevailing Wage Requirements
 - m. Architect's or Designer's Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped (if applicable).
- 36.** Entire bid packet must be completed (except contract - Section VII-A) and returned with bid proposal, as the entire bid packet becomes part of the contract documents.

SECTION IV
TECHNICAL SPECIFICATIONS

See Link with Bid for printable version of specifications.

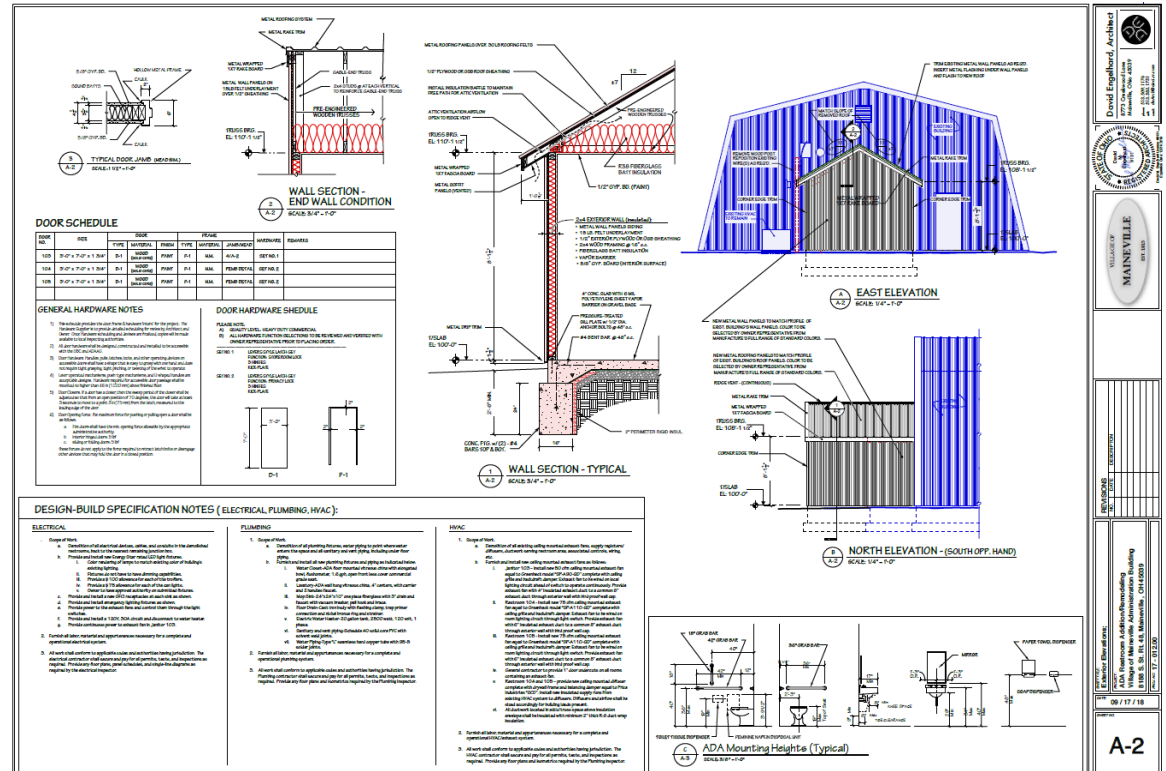


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09/17/18

A-1



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09/17/18

A-2

SECTION V
PROPOSAL FORMS

BID FOR UNIT PRICE CONTRACTS

Place: 406 Justice Drive, Lebanon, OH 45036

Date: February 12, 2019

Proposal of _____(hereinafter called "Bidder", a corporation, organized and existing under the laws of the State of _____, a partnership, or an individual doing business as _____.

To the Warren County Board of Commissioners (hereinafter called "Owner")

Ladies/Gentlemen:

The Bidder, in compliance with your invitation for bids for the **CDBG FY2018 Village of Maineville ADA Restroom Project**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the 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 prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within sixty (60) days from the date of said notice, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 per day for each consecutive calendar day thereafter as hereinafter provided in Paragraph 7 of the Instruction to Bidders.

Bidder acknowledges receipt of the following addendum:

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices shown on the Proposal Price Sheet (attached - Section V), for a total combined price of \$_____.

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 5 of Instructions to Bidders. The bid security attached in the sum of _____ Dollars (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

(Seal-if bid is
by a corporation)

Respectfully submitted:

By _____

(Business Address and Zip Code)

CDBG FY2018 Village of Maineville ADA Restroom Project

Name: _____

Bid page 1 of 6

DEMOLITION & REMOVALS	Qty	Unit	Unit Price	Total Price
Exterior:				
Remove exterior wall construction	18	LF		
Remove roof structure/roofing	65	SF		
Interior:				
Remove concrete slab on grade	53	SF		
Remove interior partitions	28	LF		
Remove interior doors, frames and hardware	2	EA		
Remove toilet accessories	1	LS		
Remove interior finishes	135	SF		
Miscellaneous demolition and removals	1	LS		-
Hazardous Materials Abatement:	N/A	N/A	N/A	N/A

DEMOLITION & REMOVALS SUBTOTAL

SUBSTRUCTURE	Qty	Unit	Unit Price	Total Price
Foundation Walls/Footings:				
Concrete trenched foundations	4	CY		
Reinforcing steel	130	LBS		
Concrete Column Footings & Piers:	N/A	N/A	N/A	N/A
Slab On Grade:				
Concrete slab on grade - 4"	2	CY		
Concrete slab forming/finishing labors	140	SF		
Edge forms - 8"	32	LF		
Fiber mesh reinforcing	140	SF		
Vapor barrier - 15 mil	140	SF		
Compacted granular fill - 4"	2	CY		
Foundation Thermal & Moisture Protection:				
1/2" x 4" expansion strip	12	LF		
Styrofoam perimeter insulation 2" thick	128	SF		
Earthwork:				
Excavation/backfilling	1	LS		
Trench foundation/backfill	Included	Included	Included	Included
Remove spoils offsite	Included	Included	Included	Included

SUBSTRUCTURE SUBTOTAL

V-A(3)

STRUCTURAL FRAME	Qty	Unit	Unit Price	Total Price
Floor Frame:	N/A	N/A	N/A	N/A
Roof Framing:				
Wood framed roof structure	147	SF		
Plywood roof decking	224	SF		
STRUCTURAL FRAME SUBTOTAL				

ROOFING	Qty	Unit	Unit Price	Total Price
Sloped Roofing System:				
Standing seam metal roofing	215	SF		
Ridge cap/flashing	13	LF		
Metal fascia/flashing	43	LF		
Flashing at existing building	43	LF		
Counterflashing	16	LF		
Gutters	24	LF		
Downspouts	16	LF		
Miscellaneous sheet metal/flashings	1	LS		
Fiberglass batt insulation	150	SF		
ROOFING SUBTOTAL				

EXTERIOR WALLS	Qty	Unit	Unit Price	Total Price
Exterior Masonry:	N/A	N/A	N/A	N/A
Metal Panel & Framed Construction:				
Prefinished metal panels	315	SF		
Framed Construction:				
6" wood stud framing	315	SF		
Plywood sheathing	352	SF		
6" batt insulation	315	SF		
Drywall	288	SF		
Taping and sanding	288	SF		
Miscellaneous iron and rough carpentry	1	LS		
Aluminum Entry Doors, Windows:	N/A	N/A	N/A	N/A
EXTERIOR WALLS SUBTOTAL				

INTERIOR SUBDIVISION	Qty	Unit	Unit Price	Total Price
Interior Concrete Masonry:	N/A	N/A	N/A	N/A
Metal Stud & Drywall Partitions:				
2x4 wood stud framing	216	SF		
2x6 wood stud framing	60	SF		
Drywall	552	SF		
Taping and sanding	552	SF		
Batt insulation	276	SF		
Fire safing and sealing	1	LS		
Framed column wraps, chases and piers	N/A	N/A	N/A	N/A
Miscellaneous iron and rough carpentry	1	LS		
Aluminum Entry Doors, Curtainwall, Windows:	N/A	N/A	N/A	N/A
Interior Doors, Frames, Hardware:				
Hollow metal frames - 3'0"x7'0"	3	EA		
Solid core wood doors - 3'0"x7'2"	3	EA		
Add for cutouts/glazed lights	N/A	N/A	N/A	N/A
Add for rated doors and frames	N/A	N/A	N/A	N/A
Interior door hardware	3	EA		
Interior Hollow Metal Windows & Sidelights:	N/A	N/A	N/A	N/A
INTERIOR SUBDIVISION SUBTOTAL				

VERTICAL CIRCULATION	N/A	N/A	N/A	N/A
-----------------------------	-----	-----	-----	-----

WALL FINISHES	Qty	Unit	Unit Price	Total Price
Masonry Finishes:	N/A	N/A	N/A	N/A
Painting & Wallcovering:				
Paint drywall	1,064	SF		
Finish interior hollow metal door frames	3	EA		
Miscellaneous painting and finishing	1	LS		
WALL FINISHES SUBTOTAL				

FLOOR FINISHES	Qty	Unit	Unit Price	Total Price
Resilient Flooring:				
Carpet	11	SY		
Vinyl composition tile	N/A	N/A	N/A	N/A
4" rubber cove base	73	LF		
Tile & Terrazzo:				
Ceramic tile	106	SF		
Ceramic tile base	61	LF		
Sealers & Coatings:				
Sealed concrete	16	SF		
FLOOR FINISHES SUBTOTAL				

CEILING FINISHES	Qty	Unit	Unit Price	Total Price
Acoustic Ceiling Systems:				
Suspended acoustic tile ceiling	102	SF		
Metal Framed Drywall Ceilings, Bulkheads & Soffits:				
Drywall attached to roof framing	106	SF		
Painting & Coatings:				
Paint drywall ceiling	106	SF		
CEILING FINISHES SUBTOTAL				

SPECIALTIES	Qty	Unit	Unit Price	Total Price
Toilet Accessories:				
Toilet paper holders	2	EA		
Grab bars	4	EA		
Mirrors	2	EA		
Soap dispensers	2	EA		
Paper towel dispenser/waste receptacle	2	EA		
Mop holder	1	EA		
Signage:				
Interior signage allowance	1	LS		
SPECIALTIES SUBTOTAL				

CASEWORK & WOOD TRIM	N/A	N/A	N/A	N/A
EQUIPMENT	N/A	N/A	N/A	N/A
FIRE PROTECTION	N/A	N/A	N/A	N/A
Extend automatic sprinkler system	N/A	N/A	N/A	N/A

PLUMBING	Qty	Unit	Unit Price	Total Price
Demolition & Removals:				
Remove plumbing fixtures and piping	4	EA		
Remove water heater assembly	1	EA		
Domestic Hot/Cold Water Service:				
Building water service entry	Existing To Remain		N/A	N/A
Domestic hot water heater assembly	1	EA		
Plumbing Fixtures (Including Rough-ins):				
Water closets - floor mount	2	EA		
Wall hung lavs	2	EA		
Domestic water, waste and vent piping	4	EA		
Pipe insulation	Included	Included	Included	Included
Storm Water Removal:	N/A	N/A	N/A	N/A
Miscellaneous Plumbing:				
Pipe ID, charts, system testing etc.	1	LS		
Plumbing contractor general conditions	1	LS		
PLUMBING SUBTOTAL				

HVAC	Qty	Unit	Unit Price	Total Price
Extend hvac systems into addition	259	SF	15.00	3,885
Bathroom exhausts	Included	Included	Included	Included
Temperature control, testing and balancing	Included	Included	Included	Included
HVAC contractor general conditions	Included	Included	Included	Included
HVAC SUBTOTAL				

ELECTRICAL	Qty	Unit	Unit Price	Total Price
Demolition & Removals:				
Miscellaneous electrical demolition and removals	150	SF		
Remove lighting and switches	Included	Included	Included	Included
Remove miscellaneous branch power	Included	Included	Included	Included
Cutting and patching	Included	Included	Included	Included
Service Entry, Main Switchboard, Medium Voltage Distribution:		Existing	Existing	Existing
Branch/House Panels, Transformers & Feeders:	Existing	Existing	Existing	Existing
Grounding & Lightning Protection:	Existing	Existing	Existing	Existing
Emergency Power System:	N/A	N/A	N/A	N/A
Branch Power Distribution:				
Branch power distribution allowance	1	LS		
Bathroom exhaust fan connections				Included
Data/Communication Systems:	N/A	N/A	N/A	N/A
Lighting:				
Light fixtures, lamps and drivers	6	EA		
Add for emergency & night light circuits/ballasts				Included
Exit lights				Existing To Remain
Circuits and connections	6	EA		
Light switches	3	EA		
Occupancy sensors				N/A
Circuits and connections	3	EA		
Addressable Fire Alarm System:				
Control and annunciator panels				Existing
Detection/warning devices	3	EA		
Conduit and wiring	3	EA		
Sound Systems:	N/A	N/A	N/A	N/A
Security/Access Systems:	Existing To Remain			
Electrical contractor general conditions	1	LS		
ELECTRICAL SUBTOTAL				

SITE DEVELOPMENT	Qty	Unit	Unit Price	Total Price
Miscellaneous grading/site prep	1	LS		

GRAND TOTAL:	
---------------------	--

GRAND TOTAL:

EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate "none" below.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A VENDOR/CONTRACTOR OWN PROPERTY IN WARREN COUNTY.

AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

_____ being duly cautioned and sworn, states as follows:

1. That he/she is _____ of
(Title)

(Name of Contracting Party)

2. That _____ is not presently charged with any
(Name of Contracting Party)
delinquent personal property taxes on the general tax list of personal property of Warren County.

-OR-

1. That _____ is charged with delinquent personal
(Name of Contracting Party)
property tax on the general tax list of personal property of Warren County. The amount of delinquent personal property tax due and unpaid including any due and unpaid penalty and interest is:

\$ _____

Further, affiant states naught.

Affiant

Sworn to and subscribed in my presence this _____ day of _____ 20_____.

Notary Public

This instrument was prepared by _____.

Note to Fiscal Office: If any personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Insert full name or legal title of Contractor and Address)

as Principal and _____

(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Warren County Board of Commissioners hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

CDBG FY2018 Village of Maineville ADA RestroomProject

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ DOLLARS, \$_____.

If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and within TEN days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID PRINCIPAL SHALL well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; **THEN THIS OBLIGATION SHALL** be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____ 20_____.

PRINCIPAL

SURETY

By: _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

WARREN COUNTY, OHIO BOARD OF COMMISSIONERS
406 Justice Drive
Lebanon, OH 45036

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 20_____,
a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period(s), and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20_____.

ATTEST:

(Principal)

(SEAL)

By _____

ATTEST:

(SEAL)

(Surety)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. A bid guaranty from each bidder. The "bid guaranty" shall consist of a firm commitment such as a bid bond in the amount of one hundred (100) percent of the bid price, or ten (10) percent of the bid price if certified check or other negotiable instrument accompanying a bid, as assurance the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

V-D(1)

NON-COLLUSION AFFIDAVIT

State of _____

BID Identification _____

CONTRACTOR _____, being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from Bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statement contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons who have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before
me this ___ day of _____, 20_____

Seal of Notary

SECTION VI

CONTRACT

CONTRACT

THIS AGREEMENT, made this ____ day of _____, 2016, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and _____, doing business as a corporation, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

“CDBG FY2018 Village of Maineville ADA RestroomProject”

hereinafter called the project, for the sum of _____ Dollars (\$_____) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
 - Affidavit of Non-Delinquency of Personal Property Taxes
 - Bid Guarantee and Contract Bond
 - Non-collusion Affidavit
- F. Contract Forms
 - Notice of Award and Acceptance
 - Notice to Proceed and Acceptance
 - Change Order
- G. Conflict of Interest
 - Special Conditions Pertaining to Hazards Safety
 - Standards and Accident Prevention
 - Special Equal Opportunity Provisions (Section 3 Compliance)
 - Certifications of Compliance with Air and Water Acts
 - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
 - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
 - Prevailing Wage Rates

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project by **within sixty days of date of Notice to Proceed**. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and OWNER, nor create any obligations on the part of the OWNER to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS

Shannon Jones

ATTEST:

Tom Grossmann

Name

David G. Young

(Seal)

CONTRACTOR

ATTEST:

Name

Name

Title

APPROVED AS TO FORM:

Keith Anderson
Assistant County Prosecutor

CERTIFICATIONS

I, _____, certify that I am the
(Name)

_____ of the corporation named as
(Position)

contractor herein; that _____ who signed
(Name)
this Agreement on behalf of the Contractor, was then

_____ of said corporation; that said Agreement
(Position)

was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ Corporate

_____ Seal

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

SECTION VII

FEDERAL AND STATE REQUIREMENTS

CONFLICT OF INTEREST

Interest of Local Public Officials

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

Interest of Contractor and Employees

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

Records and Audits

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County or any authorized representative and will be retained for three years after the expiration of his Contract unless permission to destroy them is granted by the City/County.

Federal or State Officials Not to Benefit

No members of or delegate to the Congress of the United States of America and no resident U.S. Commissioner. Nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC. Sec102.03(A)) will be admitted to any share or part hereof or to any benefit to arise here from.

SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(1) thereof.

B. Use of Explosives

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

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals And Safety Devices

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

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Owner setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

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

1. Section 202 Equal Opportunity Clause

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of, race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Owner setting forth the provisions of this non-discrimination clause
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin
 - (3) The contractor will send to each Labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor
 - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Local Government Services (OLGS), the U.S. Department of Housing and Urban Development and/or the U.S Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
 - (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
 - (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
2. Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246).
(Applicable to contracts/subcontracts exceeding \$10,000)

- (1) The Offerer's Of Bidder's attention is called to the "Equal Opportunity CJauso" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation 11.0%

Goals for Female Participation 6.9%

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

- (3) The contractor shall provide written notification to the Manager of the Office of Local Government Services, Ohio Department of Development, P.O. Box 1001, Columbus, Ohio 43266-0101 within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated start and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (4) As used Notice, and in the contract resulting from this solicitation, the "covered area" is in the State of Ohio. And County of Warren.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of

employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
 - q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply to the minority and female goals established for the geographical area where the contract is being performed, Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through q). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- C. CERTIFICATION OF NONSEGREGATED FACILITIES (Over \$10,000)**

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this proposed contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains,

recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed contractors for prior to the award of subcontracts exceeding \$10,000 which are not exempt from his provisions of the Equal Opportunity clause; that he will retain such certifications in files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the discretion of the applicant for recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the . Secretary of Housing and Urban Development, 24 CFR Part 135, The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

CONTRACTOR
Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of Warren.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the COUNTY the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. *To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

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

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied By Permanent Employees	No. Positions Not Occupied	No. Positions To Be Filled w/ Section 3 Residents
Officers/Supervisors				
Professionals				
Technical				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				

Section 3 Resident Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher or the median income, adjusted by family size, for the county of residence of the 000-metropolitan area of the state.

 Company

 Project Name

 Person Completing Form

 Project Number

 Date

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF- 100.
 Yes No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Name and Title of Signer (Please type): _____

Signature

Date

**CERTIFICATION OF PROPOSED SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor

Project Number

INSTRUCTIONS

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

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Name and Address of Subcontractor (include zip code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause

YES NO

2. Compliance Reports were required to be filed in connection with such contract or subcontract.

YES NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

YES NO NOT REQUIRED

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

YES NO

Name and Title of Signer (please type)

Signature

Date

CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Contractor

Project Name and Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract:
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the bid equals or exceeds \$100,000);
- c) No segregated facilities will be maintained.

Print or type Name & Title of Person Signing

Signature

Date

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract,
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000), and
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$100,000)

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

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

1. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

ARCHITECT'S CERTIFICATION COMPLIANCE
WITH MINIMUM STANDARDS FOR ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Grantee No.: _____

Project Name: _____

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By the Physically Handicapped, Number A-117.IR-1971 (as modified by 41 CFR 101-19.603).

Architect, Engineer or Contractor for the Project: (Legal Name and Address):

Signature: _____

Date: _____

Name of Chief Local Executive Official: _____

Signature: _____

Date: _____

DESIGNER CERTIFICATION COMPLIANCE
WITH MINIMUM STANDARDS FOR ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Grantee No.: _____

Project Name: _____

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By the Physically Handicapped, Number A-117.IR-1971 (as modified by 41 CFR 101-19.603).

Architect, Engineer or Contractor for the Project: (Legal Name and Address):

Signature: _____

Date: _____

Name of Chief Local Executive Official: _____

Signature: _____

Date: _____

SECTION VIII

FEDERAL LABOR STANDARDS PROVISIONS

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits herefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/osa/vhd/forms/vh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5

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

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

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

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

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(I) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(I) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, 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."

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

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

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

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

/

**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 (HD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contract 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, reviewing said payrolls for compliance with the Federal wage rates, and forward same to the local government contract authority; and
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 prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and effectively.

BY: _____ DATE: _____

TITLE: _____

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

To (Appropriate Recipient): _____ Date: _____

Project No. (if any) _____

c/o _____ 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 condition, 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. 476a-2(a)).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if each 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 and 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 are:

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 addresses 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
------	---------	----------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

(Contractor)

BY: _____

(Signature)

Date

WARNING

U.S. Criminal Code, section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes, writes 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 more."

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

To (Appropriate Recipient): _____ Date: _____

Project No. (if any) _____

c/o _____ Project Name: _____

1. The undersigned, having executed a contract with _____
(Contractor or Subcontractor)
for _____
(Nature of Work)

in the amount of \$ _____ in 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 a 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 ineligible contractor pursuant to the aforesaid 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.

a. The workman will report for duty on or about _____
(date)

3. He certifies that:

a. The legal name and the business address of the undersigned are:

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 addresses 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
------	---------	----------------------

(Subcontractor)

BY: _____
(Signature)

Date

WARNING

U.S. Criminal Code, section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes, writes 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 more."

SECTION IX
PREVAILING WAGE DATA

Federal Davis-Bacon Wage Decision

General Decision Number: OH190103 01/18/2019 OH103

Superseded General Decision Number: OH20180124

State: Ohio

Construction Type: Building

County: Warren County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019

ASBE0008-010 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.27	17.20

BROH0018-003 06/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 26.49	13.24

BROH0018-005 09/01/2017

	Rates	Fringes
TILE SETTER.....	\$ 28.43	13.12

CARP0002-016 05/01/2017

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.98	15.98

CARP0002-018 05/01/2017

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging and Metal Stud Installation; Excludes Form Work).....	\$ 24.04	15.29

 ELEC0648-002 09/03/2018

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 30.00	18.70

 * ELEV0011-002 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.73	33.705+a+b

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.

 ENGI0018-036 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe; Bulldozer; Crane.....	\$ 36.14	14.81

 ENGI0018-037 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Bobcat/Skid Steer/Skid Loader.....	\$ 36.14	14.81

 ENGI0066-045 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

 IRON0044-003 06/01/2017

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.60	20.70

 IRON0044-020 06/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.17	21.20

 LABO0265-019 06/01/2018

	Rates	Fringes
LABORER Mason Tender - Brick.....	\$ 21.95	16.20

PAIN0123-001 05/01/2018		
	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 24.61	9.74

PAIN0387-002 11/01/2017		
	Rates	Fringes
GLAZIER.....	\$ 26.00	14.15

PLAS0132-018 06/01/2018		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 23.65	14.45

PLAS0132-019 06/22/2018		
	Rates	Fringes
PLASTERER.....	\$ 24.25	14.65

PLUM0392-004 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation, Excludes HVAC Unit Installation).....	\$ 32.01	19.67
PLUMBER (Includes HVAC Unit Installation, Excludes HVAC Pipe Installation).....	\$ 32.01	19.67

ROOF0042-007 08/01/2017		
	Rates	Fringes
ROOFER.....	\$ 27.11	14.92

SFOH0669-009 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.33	15.84

SHEE0024-029 06/01/2017		
	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation Only).....	\$ 27.67	20.48

* UAVG-OH-0021 01/01/2018		
	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.17	16.35

SUOH2012-105 08/29/2014		
	Rates	Fringes
ELECTRICIAN (Low Voltage		

Wiring Only).....	\$ 22.62	8.76
IRONWORKER, STRUCTURAL.....	\$ 25.24	17.80
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 26.19	8.99
LABORER: Common or General.....	\$ 23.09	7.41
LABORER: Landscape & Irrigation.....	\$ 23.60	0.87
LABORER: Mason Tender - Cement/Concrete.....	\$ 23.87	9.80
LABORER: Pipelayer.....	\$ 23.18	8.95
OPERATOR: Loader.....	\$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 29.85	12.00
PAINTER: Spray.....	\$ 22.78	12.40
TILE FINISHER.....	\$ 22.31	10.24
TRUCK DRIVER: Dump (All Types)...	\$ 24.32	11.73

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 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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



BOARD OF COUNTY COMMISSIONERS

WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

INVITATION TO BIDDERS

Separate sealed bids for the FY18 Maineville ADA Restroom Upgrade CDBG Project will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until 9:30 a.m., February 12, 2019, and then at said time publicly opened and read aloud. The Engineer's opinion of probable construction cost is \$72,000.00.

A Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashiers check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as Bid for:

“FY18 Maineville ADA Restroom Upgrade CDBG Project, February 12, 2019 @ 9:30 a.m.”

and mailed or delivered to:

Warren County Commissioners Office
406 Justice Drive
Lebanon, Ohio 45036

Attention of bidders is called to all of the requirements contained in the bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100 percent of the contract price.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder.

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

Any questions may be directed to the Warren County Office of Grants Administration at (513) 695-1259.



BOARD OF COUNTY COMMISSIONERS

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Any questions may be directed to the Warren County Office of Grants Administration at (513) 695-1259.

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 9:15 a.m., August 7, 2018 and then at said time bids will be opened and read aloud for the FY18 City of Village of Maineville – ADA Restroom CDBG Project for the Warren County Office of Grants Administration.

Bid packets may be obtained through our website at:

<http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>

Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

All contractors and sub-contractors involved with this project will, to the extent practicable, use Ohio products, materials, services and labor in the implementation of this project. Additionally, contractor compliance with the Equal Opportunity Requirements of the Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the Davis-Bacon Act for prevailing wage requirements for Federally-funded projects.

This notice is posted on the Warren County Government internet site on the World Wide Web. The Warren County Government Web Site can be accessed by logging onto the internet and typing in the following address <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>. To access bid project information, under the "Your Government" heading click on the "Board of Commissioners" tab, then click on the "Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Warren County Office of Management and Budget Financial Division at (513) 695-1947 if you have trouble with this procedure or if you need additional information on accessing bid project information on our web site.

Please be aware that if you are downloading this document to bid this project, addendums to the scope may be issued prior to the bid date. In order to stay updated on any change, please email Susanne Mason at in the Grants Administration at susanne.mason@co.warren.oh.us with your contact information.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

To be placed on the Plan Holders List and notified of any addendums, you must email Susanne.Mason@co.warren.oh.us with your contact information.