

PID #120806
FAN E240(232)
HOLMES COUNTY TRAIL
PHASE 5C2 PROJECT
KILLBUCK, OHIO

COMPLETION DATE: 10/31/2026

PROPOSAL
XXXXXX 2025
HOLMES COUNTY PARK DISTRICT
HOLMES COUNTY TRAIL PHASE 5C2 PROJECT
KILLBUCK, OHIO

Submitted By: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Printed Name of Signee: _____
Title: _____
Signature: _____

TABLE OF CONTENTS

	PAGE
SECTION A, NOTICE TO BIDDERS	
Notice To Bidders.....	A-1
SECTION B, INSTRUCTIONS TO BIDDERS	
1. Receipt and Opening of Bids.....	B-1
2. Preparation of Bid.....	B-1
3. Telegraphic Modifications.....	B-1
4. Method of Bidding.....	B-2
5. Qualifications of Bidder.....	B-2
6. Bid Security.....	B-2
7. Certified Checks and Bonds.....	B-2
8. Power of Attorney.....	B-3
9. Disqualification of Bidders.....	B-3
10. Liquidated Damages for Failure to Enter into Contract.....	B-3
11. Obligation of Bidder for Conditions of Work and Examination of Site.....	B-3
12. Soil Conditions.....	B-4
13. Working Facilities.....	B-4
14. Water Supply.....	B-4
15. Material Guarantee.....	B-4
16. Interpretation of Quantities in Proposal.....	B-4
18. Engineer.....	B-4
19. Fair Proposals.....	B-4
20. Addenda and Interpretations.....	B-5
21. Federal and State Laws and Regulations.....	B-5
22. Buy American.....	B-5
23. Acceptance or Rejection of Proposals.....	B-5
24. Award of Contract.....	B-6
25. Cancellation of Award.....	B-6
26. Notice of Award.....	B-6
27. Notice to Proceed.....	B-6
28. Signature of Bidders.....	B-6
29. Change Order Review Process.....	B-7
30. Income Tax.....	B-7
31. Delinquent Personal Property Tax Disclosure Provision.....	B-7
32. Drug-Free Workplace Compliance.....	B-7
33. Notice of Special Conditions.....	B-7
34. Additional Obligations Upon Contract Award.....	B-8
SECTION C, GENERAL CONTRACT CONDITIONS	
Article 1-Contract and Contract Documents.....	C-1
Article 2-Performance and Payment Bonds.....	C-1
Article 3-Wage Rates.....	C-1
Article 4-Affirmative Action.....	C-1
Article 5-Insurance.....	C-2
Article 6-Safety.....	C-2
Article 7-Permits.....	C-2
Article 8-Supervision.....	C-2
Article 9-Claims Against the Contractor.....	C-3
Article 10-Subcontracting.....	C-3
Article 11-Change of Work.....	C-4
Article 12-Time of Completion and Liquidated Damages.....	C-4
Article 13-Guarantee and Completion of Work.....	C-4
Article 14-Termination.....	C-4
Article 15-Failure to Proceed with Work.....	C-4
Article 16-Underground Utility Facilities.....	C-5
Article 17-Special Utility Notes.....	C-5
Article 18-Dispute Resolution and Claim Process.....	C-5
Article 19- Required Contract Provisions For Federal - Aid Construction Contracts.....	C-7

TABLE OF CONTENTS

Article 20-Close Out Checklist.....	C-8
Article 21-Payment.....	C-9
Supplemental General Conditions	C-9

SECTION D, CONTRACT PROVISIONS

1. ODOT'S 2023 Construction and Material Specifications (C&MS) and its Supplements ...	D-1
2. PN (PROPOSAL NOTE) 100 FOR LPA PROJECTS	D-1
3. PN 133 – 07/18/2023 – Products Made in the United States	D-1
4. Prequalification	D-3
5. Federally Required EEO Certification Form	D-3
6. PN 017-10/15/2004–Federally Required EEO Certification Clause.....	D-4
7. PN 059 -10/15/2004 -Wage Determination Appeals Process.....	D-5
8. PN 061 –10/22/2012-Wage Scale on All Federal-Aid Projects	D-5
9. Limitation On Use of Contract Funds for Lobbying.....	D-6
10. PN 045 -10/15/2004 -Non -Collusion Affidavit	D-7
11. Drug Free Safety Program	D-8
12. Ohio Workers' Compensation Coverage	D-8
13. PN 038 - 10/15/2004 - Unresolved Finding for Recovery	D-8
14. PN 039 - 10/15/2004 - Assignment of Antitrust Claims in State Contract Language	D-9
15. PN 024 – 04/21/2006 – USACE and Ohio EPA Permits	D-9
16. PN 031 - 7/21/2023 – Prompt Payment - Local-Let Construction Projects.....	D-9
17. ODOT as Obligee on Bond	D-13
18. PN 015 - 04/17/2020 - Contract Provisions for Federal-Aid Construction Contracts.....	D-13
19. PN 032 – 01/31/2021 – C92s Required on Local-Let Construction Projects.....	D-13
20. Required Contract Provisions for Federal-Aid Construction Contracts	D-14

SECTION E, PROPOSAL FORMS

Bid for Unit Price Contracts.....	E-1
Bid Form	E-3
Federally Required EEO Certification Form	E-10
Affidavit of Contractor or Supplier of Non-Delinquency of Personal Property Taxes	E-11
Bid Guaranty and Contract Bond	E-12
Statement of Experience	E-14
List of Subcontractors	E-15

SECTION F, CONTRACT FORMS

Notice of Award and Acceptance of Notice.....	F-1
Articles of Agreement.....	F-2
Performance Bond.....	F-4
Notice to Proceed and Acceptance of Notice	F-6
Notice to Surety of Award of Contract to its Principal	F-7
Notice of Commencement of a Public Improvement (ORC Section 1311.252).....	F-8
Change Order	F-9
Ohio Department of Transportation LPA Program Final Report.	F-10

SECTION G, WAGE RATES

Federal Davis-Bacon Wage Rates.....	G-1
Affidavit of Contractor or Subcontractor for Prevailing Wages	G-2

NOTICE TO BIDDERS

SECTION A

NOTICE TO BIDDERS

Sealed proposals will be received by the **HOLMES COUNTY PARK DISTRICT, 1 TRAIL DRIVE, SUITE A, MILLERSBURG, OHIO 44654** until **10:00 AM, December XX, 2025**, for furnishing all labor, materials and equipment necessary to complete the project known as, **HOLMES COUNTY TRAIL PHASE 5C2 PROJECT**, at which time the proposals will be publicly opened and read aloud.

Notice to bidders, specifications, bidding documents, contract and other documents may be examined at the office of Woolpert, 1 Easton Oval, Columbus, Ohio 43219, or the Holmes County Park District Office, 1 Trail Drive, Suite A, Millersburg, Ohio 44654. Electronic contract documents may be obtained at no cost by emailing Tom.Less@woolpert.com with the subject line "Holmes County Trail 5C2 Bid Documents". Hard copy documents may be obtained from Key Blueprints by online order ([plan link here](#)).

The engineer's estimate of construction cost is **\$5,281,910 (Five Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Ten Dollars)**. A pre-bid meeting will be held at **10:00 AM on November XX, 2025** at the **Holmes County Park District Office, 1 Trail Drive, Suite A, Millersburg, Ohio**.

The work for the project consists of construction of 2.34 miles of paved shared use path on abandoned railroad bed including bridge rehabilitation and reconstruction, culvert replacement, safety rail, and equestrian staging work.

Bids shall be sealed and marked as Bid for **HOLMES COUNTY TRAIL PHASE 5C2 PROJECT, PID 120806** and mailed or delivered to:

**JEN HALVERSON, DIRECTOR
HOLMES COUNTY PARK DISTRICT
1 TRAIL DRIVE, SUITE A
MILLERSBURG, OHIO 44654**

Each Bidder must be ODOT prequalified. Only prequalified contractors are eligible to submit bids for this construction project. Prequalification status must be in force at the time of bidding, the time of sale, the time of award, and through the life of the construction contract. The prime contractor is not required to be prequalified in all relevant categories provided that a prequalified subcontractor in the relevant work is utilized to perform the work. Other than as needed to meet overall contract prequalifications, Subcontractors are not subject to the prequalification requirement. **The "prime" contractor must perform no less than 30 percent of the total original contract price.**

Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be **completed no later than October 31, 2026**.

The project must comply with 23 CFR Section 635 which describes Federal regulations governing construction contracts. Current Federal regulation (23 CFR 635.410) requires all bidders for Federal or Federal-aid contracts to submit bids based upon using only domestic steel and iron products, and makes the submission of bids incorporating foreign steel and iron products an option that the bidder may exercise following specified procedures. Additionally, contractor compliance with the Federal - Aid Construction Contracts Provisions (FHWA 1273) relating to equal employment opportunity requirements, nondiscrimination, nonsegregated facilities, minimum wage, etc. shall be required.

Attention of bidders is called to all of the requirements contained in this 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% of the contract price.

No bidder may withdraw their bid within thirty (30) days after the actual date of the opening thereof. The **HOLMES COUNTY PARK DISTRICT** reserves the right to waive any irregularities and to reject any or all bids.

HOLMES COUNTY PARK DISTRICT

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ADVERTISE: X/XX/2025

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INSTRUCTIONS TO BIDDERS
SECTION B

INSTRUCTIONS TO BIDDERS

- 1. RECEIPT AND OPENING OF BIDS:** The **HOLMES COUNTY PARK DISTRICT** (herein called the "**Owner**"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the PARK DISTRICT at their office located at **1 TRAIL DRIVE, SUITE A, MILLERSBURG, OHIO 44654** until **December XX, 2025 at 10:00 AM** at which time the proposals will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the HOLMES COUNTY PARK DISTRICT, 1 TRAIL DRIVE, SUITE A, MILLERSBURG, OHIO 44654 and designated as **HOLMES COUNTY TRAIL PHASE 5C2 PROJECT, PID 120806** and the envelope should also bear on the outside the name of the Bidder, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the PARK DISTRICT at the address given in the "Invitation For Bids". Mailed Proposals must be received on or before the time indicated in the "Invitation For Bids".

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 thirty (30) days after the actual date of the opening thereof.

- 2. PREPARATION OF BID:** Each bid must be submitted on the prescribed form and accompanied by:
 - a. Bid Form with bidder's signature and date.
 - b. Bid Bond in the amount of 100% of the bid amount or a Certified Check or Letter of Credit, in the amount of 10% of the bid amount in the favor of the **HOLMES COUNTY PARK DISTRICT and ODOT**.
 - c. ODOT Prequalification Certification.
 - d. Certificate of Insurance or letter of insurability that the bidder carries or will carry the insurance specified in Article 5, Section C, General Contract Conditions. The
 - e. **HOLMES COUNTY PARK DISTRICT AND ODOT** shall be named as additional insured.
 - f. Statement of Experience.
 - g. ODOT 2023 LPA Required Contract Provisions.

All blank spaces for bid prices must be filled, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. In case of discrepancies, the correct total unit price shall be taken as the sum of the labor unit price plus the material unit price. The total unit price shall be multiplied by the bid quantity to determine the total amount bid for that item of work. The total amount bid for each item of work shall then be summed to determine the total amount bid for the project.

- 3. TELEGRAPHIC MODIFICATIONS:** Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time.

The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

4. **METHOD OF BIDDING:** The Owner invites unit price bids as indicated in the Bid Form. If the lowest total responsive bid received 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 responsive bidder or bidders.

5. **QUALIFICATIONS OF BIDDER: Each Bidder must be ODOT pre-qualified.** Only prequalified contractors are eligible to submit bids for this construction project. Prequalification status must be in force at the time of bidding, the time of sale, the time of award, and through the life of the construction contract. The prime contractor is not required to be prequalified in all relevant categories provided that a prequalified subcontractor in the relevant work is utilized to perform the work. Other than as needed to meet overall contract prequalifications, Subcontractors are not subject to the prequalification requirement. **The "prime" contractor must perform no less than 30 percent of the total original contract price.**

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.

6. **BID SECURITY:** Each bid must be accompanied by either a bid bond in an amount of 100% of the bid amount with a surety satisfactory to the aforesaid **HOLMES COUNTY PARK DISTRICT** or by certified check, cashier's check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid **HOLMES COUNTY PARK DISTRICT. ALL BONDS SUBMITTED SHALL BE PREPARED ON THE FORMS PROVIDED HEREIN.** Or, a bidder may furnish with its proposal, a Bid Guarantee and Contract Bond in Accordance with ORC Section 153.54.

Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) 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. 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.

7. **CERTIFIED CHECKS AND BONDS:** All certified checks, bonds etc., shall be made payable to **HOLMES COUNTY PARK DISTRICT.**

8. **POWER OF ATTORNEY:** Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified copy of their power of attorney to sign bonds.
9. **DISQUALIFICATION OF BIDDERS:** Any of the following reasons may be considered sufficient for the disqualification of a Bidder and the rejection of his Proposal or Proposals:
- a. More than one Proposal for the same work form an individual, firm, or corporation under the same or different name.
 - b. Bid prices which obviously are unbalanced.
 - c. Lack of competency and adequate machinery, plant, and other equipment, as revealed by experience questionnaires required by the **HOLMES COUNTY PARK DISTRICT**.
 - d. Failure to comply with any qualification or regulation of the **HOLMES COUNTY PARK DISTRICT**.
 - e. Default under previous contracts.
 - f. If the Proposal is on a form other than that furnished by the **HOLMES COUNTY PARK DISTRICT**, or if the form is altered or any part thereof is detached.
 - g. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
 - h. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid letting, provided that any selection of awards will be made by the **HOLMES COUNTY PARK DISTRICT**.
 - i. If the Proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.
10. **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 ten (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.
11. **OBLIGATION OF BIDDER FOR CONDITIONS OF WORK AND EXAMINATION OF SITE:**
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.

Each bidder must inform himself/ herself fully to 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. The contractor shall not exceed plan and estimated quantities without the prior written agreement of the Engineer and the Owner. Insofar as possible, the contractor in carrying out the work, must employ such methods or means as will not cause any interruption or interference with the work of any other contractor.

Any item or quantities contained either in the Specification or Drawings, but omitted from the other respectively, will be considered part of the work. Insofar as possible, the Contractor must employ such methods or means to minimize interruption or interference with the work of any other contractor or service.

12. **SOIL CONDITIONS:** Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings, digging test pits, investigating foundations, walls, floors, roofs, etc. In such event, the investigatory work shall be done at the sole expense and risk of the bidder. Any damage to property or utilities beyond the projects limits, shall be repaired by the prospective bidder to the original condition at no cost to the Owner.

Neither the Owner nor the Engineer 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.

13. **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.
14. **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. The source, quality and quantity of water furnished shall at all times be satisfactory to the Engineer.
15. **MATERIAL GUARANTEE:** Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples. Samples may be subjected to the tests provided for in these Specifications to determine their quality and fitness for the work.
16. **INTERPRETATION OF QUANTITIES IN PROPOSAL:** The quantities appearing in the Proposal are approximate and are prepared for the comparison of Bids. Payment to the Contractor will be made for the actual work performed and accepted, or material furnished and accepted, in accordance with the Contract. The quantities of work and materials to be furnished may each be increased, decreased, or omitted as herein provided.
17. **OMISSIONS AND DISCREPANCIES:** Should a Bidder find discrepancies or omissions in the Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in writing, who will send written instruction to all Bidders in the form of an addendum.
18. **ENGINEER:** The Engineer is Woolpert, located at 1 Easton Oval, Columbus, Ohio 43219, telephone number (614) 476-6000, email to: Tom.Less@Woolpert.com

The engineer's estimate for this project is **\$5,281,910 (Five Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Ten Dollars).**

19. **FAIR PROPOSALS:** Bidders are notified that in submitting their Proposals, they thereby declare that all persons interested as principals are named therein; that the Proposal is fair in all respects; that it was prepared without collusion or fraud; and that no person in the employ of the **HOLMES COUNTY PARK DISTRICT** was or shall be interested in the

performance of the Contract or in the supplies, work, or business to which it relates, or in any portion of the profits therefrom.

Non-Collusive Bidding and Other Certifications are required all for Federal-aid contracts. Under 23 CFR 112(f), bidders must certify that the bid submitted was arrived at without resorting to any collusive bidding practices. Collusion is defined as any activity that artificially affects prices when bidding on a Federal-aid contract or activity which restricts competition among bidders or potential bidders by exchanging or sharing information with firms presumed to be competing for the same contract. Additionally, Federal law requires bidders to certify they are eligible to compete for contracts under Federal regulations and are not under sanction of any Federal agency nor are any sanctions pending against the firm or an owner of the firm. Title 49, U.S. Code, Part 29, requires the bidder to certify that he or she has not been subject to legal action regarding fraud or misconduct. The laws encourage any person with knowledge of collusive bidding or other misconduct to report possible violations to the appropriate authorities.

- 20. ADDENDA AND INTERPRETATIONS:** No official 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 should be in writing addressed to:

Holmes County Park District
1 Trail Drive, Suite A
Millersburg, Ohio 44654

and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be e-mailed and/or faxed preferably, or mailed, if necessary, to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation 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.

- 21. FEDERAL AND STATE LAWS AND REGULATIONS:** The Bidder's attention is directed to all applicable Federal and State laws, Local laws, and rules and regulations of the authorities having jurisdiction overwork in the locality of the project. They shall apply to the Contract throughout, as though herein written. NOTE: **(REQUIRED CONTRACT PROVISIONS FOR FEDERAL – AID CONSTRUCTION CONTRACTS)** The Federal Highway Administration document FWHA-1273 for Federal-Aid Construction Contracts is Section E- Proposal Forms and begins on Page E-31 in the ODOT 2023 LPA Required Contract Provisions.

- 22. BUY AMERICAN:** Current Federal regulation (23 CFR 635.410) requires all bidders for Federal or Federal-aid contracts to submit bids based upon using only domestic steel and iron products, and makes the submission of bids incorporating foreign steel and iron products an option that the bidder may exercise following specified procedures.

- 23. ACCEPTANCE OR REJECTION OF PROPOSALS:** The **HOLMES COUNTY PARK DISTRICT** reserves the right to waive irregularities and reject any or all Bids. Without limiting the generality of the foregoing, Proposals which are incomplete; obscure; irregular, contain erasures; omit a bid price; fail to list manufacturers of equipment or subcontractors; or are accompanied by an insufficient or irregular certified check or bid bond, may be rejected. Any proposal may be withdrawn prior to the scheduled

time for opening of bids or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered. No Bidder may withdraw a Proposal within 60 (sixty) days after the actual opening.

24. **AWARD OF CONTRACT: HOLMES COUNTY PARK DISTRICT** shall award the Contract to the lowest and best bidder. The Contract awarded pursuant to these Contract Documents will be a fixed rate (unit price) contract. Based upon the above determinations, the **HOLMES COUNTY PARK DISTRICT** will award the Contract to the responsive and responsible Bidder who has submitted the lowest Bid determined by the total sum of the total amount bid for fixed rate items based on quantities listed in the proposal. Responsive shall be defined as experienced, equipped, and able to meet monetary obligations. In order to make this determination, the **HOLMES COUNTY PARK DISTRICT** may make such investigations as necessary, and the Bidder shall furnish to the **HOLMES COUNTY PARK DISTRICT** all such information and data requested for this purpose, including experience, finances, equipment, and personnel. If requested, the Bidder shall also show satisfactory credit of 25% of his bid price. Responsive shall be defined as reacting easily or readily to suggestion or direction. The **HOLMES COUNTY PARK DISTRICT** shall make such investigations as necessary into similar past contractual relationships of the Bidder, and the Bidder shall furnish, to the **HOLMES COUNTY PARK DISTRICT**, all such information and data requested for this purpose.
25. **CANCELLATION OF AWARD:** The **HOLMES COUNTY PARK DISTRICT** reserves the right to rescind the award of any Contract, before the execution of said Contract by all parties, without any liability against the **HOLMES COUNTY PARK DISTRICT**.
26. **NOTICE OF AWARD:** The successful Bidder, within thirty (30) days from the date of the Notice of Award, will be required to execute the Agreement and furnish the necessary Contractor's Performance Bond, Payment Bond, and Certificate of Insurance as described below. Failure to do so will constitute an abandonment of the Bid and a forfeiture of the Bid Bond. Within thirty (30) days of the receipt of the acceptable Bonds and the Agreement signed by the successful Bidder, the **HOLMES COUNTY PARK DISTRICT** shall sign the Agreement and return to the Contractor an executed copy of the Agreement. Should the **HOLMES COUNTY PARK DISTRICT** not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the **HOLMES COUNTY PARK DISTRICT**.
27. **NOTICE TO PROCEED:** The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the **HOLMES COUNTY PARK DISTRICT**. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the **HOLMES COUNTY PARK DISTRICT** and the Contractor. The Notice to Proceed shall state the starting date of construction (no later than ten (10) days from the date of the notice) and will be used to determine liquidated damages should the Contractor fail to complete the project within the specified calendar days.
28. **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 there unto 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.

29. CHANGE ORDER REVIEW PROCESS: Only work necessary to complete the project as originally intended may be added by change order. All significant change orders must be approved by the engineer, the owner and ODOT's District Construction Engineer (DCE) prior to the contractor performing the work. All change orders will be processed per item 109 of the ODOT Construction and Material Specifications.

30. INCOME TAX: The attention of the Bidder is directed to **HOLMES COUNTY's** Income Tax. Final payment to the Contractor at completion of the project will be withheld until all provisions of said income tax have been met.

31. DELINQUENT PERSONAL PROPERTY TAX DISCLOSURE PROVISION:
Section 5719.042. After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

Take note that this provision applies to Personal Property Tax and not real property taxes. Also note that the language does not affect the determination of the lowest and best bidder and is silent on rejecting bids where delinquent personal property taxes are owed.

32. DRUG-FREE WORKPLACE COMPLIANCE:
The prime Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. The prime Contractor shall make a good faith effort to ensure that all its employees, while working on the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The prime Contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further requires that all subcontractors and materialmen place the same contractual obligations in each of their lower tier contracts.

33. NOTICE OF SPECIAL CONDITIONS: Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a. Insurance requirements.
- b. Required Contract Provisions for Federal-Aid Construction Contracts and Federal Labor Standards Provisions, including Davis-Bacon wage rates.
- c. Requirement for a payment bond and performance bond for 100% of contract price.
- d. Requirement that all subcontractors be approved by the Owner.
- e. Time-for-completion and liquidated damages requirements.
- f. Safety standards.
- g. Contractor's responsibility to obtain permits.

- h. Affirmative Action and Equal Opportunity provisions.
- i. ODOT Prequalification Certification.
- j. ODOT 2013 LPA Required Contract Provisions.

34. ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD: Upon award of the contract 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. City, State and Federal Requirement, including Federal-Aid Construction Contract Provisions and Federal Labor Standards Provisions as given in Section E
- f. Federal Prevailing Wage Rates as given in Section G

The bidder's attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be included in the contract the same as though herein written out in full. Ignorance of legislation will in no way excuse the successful bidder from full compliance with all statutes and regulations.

GENERAL CONTRACT CONDITIONS
SECTION C

GENERAL CONTRACT CONDITIONS

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

- A. The project to be constructed pursuant to this contract will be financed by the Federal Highway Administration, State of Ohio and Holmes County funds and is subject to all applicable State and Federal laws and regulations.
- B. All applicable 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.
- C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required. 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.

ARTICLE 3 - WAGE RATES

- A. 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 of 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 Provision. A copy of these prevailing rates of wages has been included in Section G.
- B. Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her 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.

ARTICLE 4 - AFFIRMATIVE ACTION

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with Affirmative Action provisions as set forth in various items of Section E, Required Contract Provisions.

ARTICLE 5 - INSURANCE

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with all insurance requirements as specified in ODOT's 2023 Construction and Material Specifications (CM&S) and its supplements, specifically as stated in Section 107.12, Responsibility for Damage Claims and Liability Insurance.

ARTICLE 6 - SAFETY

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 Public Law 91-59, or the most current version thereof. The Contractor shall also comply with applicable chapters of the Ohio Revised Code prohibiting the Employment of minors in Occupations Hazardous or Detrimental to their health.
- D. The Contractor shall 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 a 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 a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

ARTICLE 7 - PERMITS

The Contractor is responsible for obtaining and paying for all necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

ARTICLE 8 - SUPERVISION

A. The Contractor will supervise and direct the work. He/she will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.

- B. The Owner and its representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.
- D. 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 the Owner prior to any work beginning on the affected property.

ARTICLE 9 - CLAIMS AGAINST THE CONTRACTOR

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments in good faith.

ARTICLE 10 - SUBCONTRACTING

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

- C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, and after submission of all certifications as required in the bidding and contract documents. The Contractor shall be fully responsible to the Owner for the acts and omissions of the Subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 11 - CHANGE OF WORK

- A. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.
- B. No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

ARTICLE 12 - TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The Date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. The Project shall be fully completed by **October 31, 2025**.
- D. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages the sum of **\$500.00** for each consecutive calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. In no case shall the Owner be liable for payments for any work completed or costs incurred after **October 31, 2025** unless agreed to in writing by the Owner.

ARTICLE 13 - GUARANTEE AND COMPLETION OF WORK

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

ARTICLE 14 - TERMINATION

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy elect to terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

ARTICLE 15 - FAILURE TO PROCEED WITH WORK

If the Contractor fails to proceed with the work and the furnishing of materials within ten (10) days after being so notified by the Engineer, or fails to continue with same with reasonable dispatch, the **HOLMES COUNTY PARK DISTRICT** may cause the work uncompleted under this agreement

to be performed and the materials furnished by another contractor or contractors. The cost of same shall be charged against the amount or amounts payable to the Contractor under this Contract. Any deficiency shall be paid by the Contractor.

ARTICLE 16 - UNDERGROUND UTILITY FACILITIES

- A. The requirements and provisions of Section 153.64 of the Ohio Revised Code will apply to this project. The Underground Utility Protection Service (phone 800-362-2764) has been notified of this project. In addition, owners of underground facilities not a member of the protection service (listed at the end of this section) have been notified of the project. The information obtained from these sources was utilized in showing the approximate locations of known underground facilities on the Drawings.
- B. Within ten (10) calendar days after the award of the contract, the Owner will notify, in writing, all owners of underground facilities known to be located in the construction area of the name and address of the Contractor.
- C. The Contractor shall, at least two (2) working days before starting work, notify the Underground Utility Protection Service and the nonmember owners of underground facilities of the starting date.
- D. The owners of underground facilities are requested to stake, mark, or otherwise designate the location of the underground facilities within 48 hours of receiving the Contractor's notice of starting date. The marking or locating should be coordinated to stay approximately two (2) days ahead of the planned construction.
- E. During construction, the Contractor shall report immediately to the owners of underground facilities any break or leak in the underground facilities or any dent, gouge, groove, or other damage. The Contractor shall notify immediately the occupants of nearby premises as to any emergency resulting from damage to underground facilities.
- F. If the Owner fails to comply with the requirements of this section and the Contractor does comply, and the Contractor encounters underground utility facilities that would have been shown had the utility been contacted, then the Contractor, upon application to the Owner, is entitled to an increase in contract price for any additional work required and is entitled to an extension of the contract completion date for the period of delay.

ARTICLE 17 - SPECIAL UTILITY NOTES

See the Utility Note document made available as part of the bid documents for additional information on utilities and relocations.

ARTICLE 18 - DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

Whenever an issue is elevated to a dispute, the parties shall exhaust the Holmes County Park District's Dispute Resolution and Administrative Claim process as set forth below prior to filing an action in any court of competent jurisdiction. The following procedures do not compromise the Contractor's right to seek relief in any court of competent jurisdiction.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process. Do not contact Holmes County Park District personnel who are to be involved in a Step 2 or Step 3 review until a decision has been issued by the previous tier. Holmes County Park District personnel involved in Step 2 or Step 3 reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims by subcontractors and suppliers against the Holmes

County Park District but not supported by the Contractor will not be reviewed by the Holmes County Park District. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the Holmes County Park District.

Continue with all work, including that which is in dispute. The Holmes County Park District will continue to pay for work not in dispute.

The Holmes County Park District will not make the adjustments allowed by 104.02.B, 104.02.C, and 104.02.D of the 2023 ODOT Construction and Materials Specifications if the Contractor did not give notice as specified above. This provision does not apply to adjustments provided in Table 104.02-2 of the 2023 ODOT CMS.

Step 1 (On-Site Determination): The Director will meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in 108.02.F of the 2023 ODOT CMS. They will review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Director will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting and receipt of substantiating documentation. If the dispute is not resolved, either abandon or escalate the dispute to Step 2.

Step 2 (Holmes County Park District Dispute Resolution Committee): The Holmes County Park District Dispute Resolution Committee will be responsible for hearing and deciding disputes at the Step 2 level. The committee will consist of designees (other than the project personnel involved).

Within seven (7) calendar days of receipt of the Step 1 decision, submit a written request for a Step 2 meeting to the Director. The Director will assign the dispute a dispute number. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, submit the dispute documentation as follows:

- a) Submit three (3) complete copies of the documentation of the dispute to the Director.
- b) Identify the dispute on a cover page by county, project number, Contractor name, subcontractor or supplier (if involved in the dispute), and dispute number.
- c) Clearly identify each item for which additional compensation and/or time is requested.
- d) Provide a detailed narrative of the disputed work or project circumstance at issue. Include the dates of the disputed work and the date of early notice.
- e) Reference the applicable provisions of the plans, specifications, proposal, or other contract documents in dispute. Include copies of the cited provisions in the dispute documentation.
- f) Include the dollar amount of additional compensation and length of contract time extension requested.
- g) Include supporting documents for the requested compensation stated in letter (f) above.
- h) Provide a detailed schedule analysis for any dispute involving additional contract time, actual or constructive acceleration, or delay damages. At a minimum, this schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
- i) Include copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the Contractor's dispute documentation, the committee will conduct the Step 2 meeting with the Contractor personnel who are authorized to resolve the dispute. The committee will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, either abandon or escalate the dispute to Step 3.

Step 3 Hired Neutral Third Party (Mediation): Submit a written Notice of Intent to File a Claim to the Director who will serve as the Dispute Resolution Coordinator (DRC), within fourteen (14) calendar days of receipt of the Step 2 decision.

The dispute becomes a claim when the DRC receives the Notice of Intent to File a Claim. Submit six (6) complete copies of the claim documentation to the DRC within thirty (30) calendar days of receipt of the Notice of Intent to File a Claim. This timeframe may be extended upon mutual agreement of the parties and with approval of the DRC.

In addition to the documentation submitted at Step 2:

- a) Enhance the narrative to include sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project.
- b) Certify the claim in writing and under oath using the following certification: *"I, (Name and Title of an Officer of the Contractor) certify that this claim is made in good faith, that all supporting data is accurate and complete to the best of my knowledge and belief, and that the claim amount accurately reflects the contract amendment for which (Contractor Company name) believes the Holmes County Park District is liable."*

Sign and date this claim certification and have the signature notarized pursuant to the laws of the State of Ohio. The date the DRC receives the certified claim documentation is the date of the Holmes County Park District's Receipt of the Certified Claim for the purpose of the calculation of interest as defined in 102.02.G.4 of the 2023 ODOT CMS.

- c) An overview of the project.
- d) Response to each argument set forth by the Contractor.
- e) Any counterclaims, accompanied by supporting documentation, Holmes County Park District wishes to assert.

The Director will then choose Mediation in the manner in which those methods are practiced by the Director and allowed by law. The DRC will coordinate the agreement of the parties to the Mediation, and the selection of a Mediator. The fees of the Mediator will be shared equally between the Holmes County Park District and the Contractor. The DRC will obtain a written agreement, signed by both parties, that establishes the Mediation process. The Mediator will have complete control of the claim upon execution of the Mediation agreement.

The decision of the Mediator is the final step of the Holmes County Park District's Dispute Resolution Process. The decision may be appealed by the Holmes County Park District who is not bound by any offers of settlement or findings of entitlement made during Steps 1, 2, and 3 of the Dispute Resolution Process.

ARTICLE 19 - REQUIRED CONTRACT PROVISIONS FOR FEDERAL - AID CONSTRUCTION CONTRACTS

The Federal Highway Administration document FWHA-1273 for Federal-Aid Construction Contracts is submitted in Section D in the ODOT 2023 LPA Required Contract Provisions, in Section D.

ARTICLE 20 - CLOSE OUT CHECKLIST

As specified herein, contract closeout procedure schedule summarizes action to be taken or submittals to be completed by the Contractor prior to issuance of the Contract Completion Certificate. Additional information of these items occurs in the General Conditions and in applicable parts of the specifications.

Basic items required:

Punch List Items

Affidavit of Wage Compliance

Certificates of Inspection and Testing Final Inspection Report (C-85)

Prevailing wage rates

Affidavit of Waiver of Lien Final Pay Request

FHWA Form 1273

ARTICLE 21- PAYMENT

Payment to the Contractor shall be made by the Owner as described in Section D. Partial payment requests shall be prepared by the Contractor and submitted to the Owner on a bi- monthly basis. The Owner shall withhold 10% retainage of the first 50% of the total project costs, including change orders. The remaining contract will not be subject to retainage. The 10% retainage shall be paid 30 days after project completion. The Owner's Engineer shall certify on the pay request that he approved the completed work prior to the Owner making payment.

SUPPLEMENTAL GENERAL CONDITIONS

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications, and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents".

Drawings:	Number	Date
Plan Drawings	Sht.1-133	9/5/2025
 Specifications:		Page
Construction and Material Specifications		Refer to Section D.
 Addenda:	Number	Date

2. STATED ALLOWANCES

The Contractor shall include the following cash allowances in his proposal:
NONE.

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:
NONE.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

REFER TO ARTICLE 5, SECTION C and ODOT's 2023 Construction and Material Specifications (CM&S) and its supplements, specifically as stated in Section 107.12.

5. SCHEDULE OF PREVAILING HOURLY WAGE RATES

REFER TO SECTION G, FEDERAL PREVAILING WAGE RATES

6. BUILDER'S RISK INSURANCE AND INSTALLATION FLOATER

NOT REQUIRED.

CONTRACT PROVISIONS

SECTION D

ODOT Local-let Federal Bid Doc Template
ODOT's LPA Template (ODOT Specification Book and LPA Specification Book)
Required Contract Provisions

1 ODOT'S 2023 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS

ODOT's Construction and Material Specifications (C&MS) and its supplements are fully incorporated by reference, as if they were rewritten here. This incorporation does not affect the order of precedence outlined in Section 105.04 of the C&MS Manual.

When bidding on this project, the Prime Contractor should replace the terms "the department," "the engineer," "the DCE," and "the DCA" with "the Local Public Agency (LPA)." Additionally, this document does not change the LPA's duty to comply with the Ohio Revised Code (O.R.C.), local ordinances, and/or other applicable requirements.

2 PN (PROPOSAL NOTE) 100 FOR LPA PROJECTS

LPAs have the option to incorporate PN 100 into their contracts to include specific preferences.

PN 100 Inclusion Options:

- **PN 100 is included in the contract**
- **PN 100 is not included in the contract**

If PN 100 is included, it must be edited and added to the contract.

3 PN 133 – 07/18/2025 – PRODUCTS PRODUCED IN THE UNITED STATES

The requirements of this note replace the domestic material requirements in 106.09 of the C&S.

Furnish products that are produced in the United States according to the applicable provisions of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, which includes the Build America, Buy America Act (BABA) Pub. L. 117-58, §§ 70901-27, and 23 CFR 635.410.

A. Federal Requirements. All steel or iron products incorporated permanently into the work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. "Manufacturing" is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing as it relates to steel or iron products begins with the initial melting and mixing and continues through the bending and coating stages.

"Manufactured products" means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

All manufactured products used in the project must be manufactured in the United States ("final assembly requirement") and have greater than 55 percent of the manufactured product's

components, by cost, be mined, produced, or manufactured in the United States (“55 percent requirement”). “Component” means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product. If a manufactured product is predominately iron, steel or a combination of both it must meet the above requirements for steel or iron products. Predominately iron or steel or a combination of both means the total cost of the iron and steel content exceeds 50 percent of the total cost of all its components. Manufactured products on projects that receive Federal authorization on or after October 1, 2025 must meet the final assembly requirement. Manufactured products on projects that receive Federal authorization on or after October 1, 2026 must meet the final assembly requirement and the 55 percent requirement.

All construction materials must be manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Construction materials brought on site and combined with other materials are not considered manufactured products.

Precast concrete products that are classified as manufactured products must have their predominantly iron or steel components meet the above requirements for iron and steel. The cabinets or other enclosures of intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way and classified as manufactured products must comply with the above requirements for iron and steel if the cabinet or enclosure is predominately iron or steel.

B. Exceptions. The Director may grant specific written permission to use non-domestic steel or iron products in any type of construction in accordance with 23 CFR 635.410(b)(4). The Director may grant such exceptions under the following condition:

- The cost of products to be used does not exceed 0.1 percent of the total contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.

The Director may grant specific written permission to use non-domestic construction materials or manufactured products in any type of construction in accordance with 2 CFR Part 184. The Director may grant such exceptions under the following conditions:

- The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project; or
 - applicable costs are defined as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement
 - the actual cost of the materials, not the anticipated cost of those materials.
- The total amount of the federal financial applied to the project, through awards or subawards, is below \$500,000;

The Prime Contractor may request an exception on forms provided by the Department.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

C. Proof of Domestic Origin. Furnish certification to the engineer showing the domestic origin of all products covered by this section before they are incorporated into the work. The Daily Source Report form itself is not acceptable certification of domestic origin. Acceptable documentation could be a specification sheet or cut sheet with the country of origin identified on the sheet. Non-domestic product(s) incorporated into the work does not relieve the Prime Contractor of any responsibility to correct the work up to and including removal and replacement of the non-domestic product(s). Products without a traceable domestic origin will be treated as a non-domestic product.

4 PREQUALIFICATION

Only ODOT-prequalified contractors are eligible to submit bids for this project. Prequalification status must be in force at the time of bid, at the time of award, and through the life of the construction contract. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. **The Prime Contractor must perform no less than 30 percent of the total original contract price.**

5 FEDERALLY REQUIRED EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION FORM

The bidder hereby certifies that he or she **has, has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, and that he or she **has, has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal

Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity ("EEO"), all reports due under the applicable filing requirements. **The bidder must circle the appropriate "has" or "has not" above.**

6 PN 017 - 10/15/2004 - FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE

The EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause (41 CFR 60-1.4). Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5.

Currently, Standard Form 100 (EEO-1) is the only report required by the implementing regulations.

Proposed Prime Contractors and subcontractors who have participated in a previous contract or subcontract and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration (FHWA) or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

7 PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS

1. Has there been an initial decision in the matter? This can be:
 - a. An existing published wage determination
 - b. A survey underlying a wage determination
 - c. A Wage and Hour Division letter setting forth a position on a wage determination matter
 - d. 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 for this initial contact is not satisfactory, the process described in Subsections 2. and 3. should be followed.

Regarding any other matter not yet ready for the formal process described within this section, initial contact should be made with the Branch of Construction Wage Determinations by writing to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

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

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

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

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

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

8 PN 061 – 01/20/2016 -WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at the website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.

This USDOL wage decision may be viewed at <https://sam.gov/wage-determinations>.

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations, which by reference are made part of this contract:

- 1) The USDOL Regulations, 29 CFR 5.5, 5.31, and 5.32, most recent revision at contract execution.
- 2) Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Prime Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in Section 109.12 of the C&MS. The Prime Contractor's and all subcontractor's payroll records and canceled pay checks shall be made available for inspection by ODOT and USDOL, upon request, anytime during the life of the contract, and for three years thereafter by USDOL. Additionally, the Prime Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Prime Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers.

The Prime Contractor and subcontractors shall submit certified payrolls each week beginning three weeks after the start of work. These payrolls shall include but not limited to the following:

1. Employee name, address, social security number, classification, and hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3. The contract ID and pay week dates.
4. Signature of an authorized company representative.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project.

Please be aware that it is ultimately the responsibility of the Prime Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, 29 CFR Parts 1 and 5, are strictly adhered to by all subcontractors on the project.

If the Prime Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, ODOT may terminate the contract, debar the Prime Contractor or subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

9 LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

- A. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

10 PN 045 - 10/15/2004 - NON -COLLUSION AFFIDAVIT

In accordance with 23 U.S.C. 112 and O.R.C. Chapter 1331 *et. seq.* and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he/she or his/her agents or employees have not entered, either directly or indirectly, into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit as permitted by 28 U.S.C. 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Knowledge of possible bid rigging, bidder collusion, or other fraudulent activities can also be reported via e-mail (hotline@oig.dot.gov) or through their website [Report Fraud Hotline | DOT OIG](#)

11 DRUG FREE SAFETY PROGRAM

During the life of this project, the Prime Contractor, and all its subcontractors that provide labor on the project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker's

Compensation (OBWC) Drug-Free Safety Program (DFSP) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in the OBWC DFSP or a comparable program approved by the OBWC, ODOT requires each Prime Contractor and subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Prime Contractors and subcontractors. Upon request, the Prime Contractor and subcontractor shall provide evidence of required testing to ODOT.

Each subcontractor shall require all lower-tier subcontractors that provide labor on the project site with whom the subcontractor is in contract with for the work to be enrolled in and be in good standing in the OBWC DFSP or a comparable program approved by the OBWC prior to a lower-tier subcontractor providing labor at the site.

ODOT will declare a bid non-responsive and ineligible for award if the Prime Contractor is not enrolled and in good standing in the OBWC DFSP Discount Program or a similar program approved by OBWC within 8 days of the bid opening. Furthermore, ODOT will deny all requests to sublet when the subcontractor does not comply with the provisions of this section.

Failure of the Prime Contractor to require a subcontractor to be enrolled in and be in good standing in the OBWC DFSP or a comparable program approved by the OBWC prior to the time that the subcontractor provides labor at the site, shall result in the Prime Contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that Prime Contractor, or the subcontractor who was not enrolled in a program, for future contracts with the state for five years after the date of the breach.

12 OHIO WORKERS' COMPENSATION COVERAGE

The Prime Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by ODOT. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the LPA before the contract is executed by the LPA.

The Prime Contractor must immediately notify the LPA in writing if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Prime Contractor must notify the LPA in writing if it's or any of it's subcontractor's workers' compensation policies are canceled, terminated, or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Prime Contractor or subcontractor being removed from the project, withholding of pay estimates, and/or termination of the contract.

13 PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY

The Prime Contractor affirmatively represents to the LPA that it is not subject to a finding for recovery under O.R.C. 9.24, or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. The Prime Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the LPA, or

an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

14 PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

The Prime Contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the award of the contract and intent to be legally bound, the Prime Contractor acting herein by and through the person signing this contract on behalf of the contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title, and interest to any and all claims and causes of action the Prime Contractor now has or hereafter requires under state or federal antitrust laws provided the claims or causes of action related to the goods or services are the subject to the contract. In addition, the Prime Contractor warrants and represents that it will require all of its subcontractors and first-tier suppliers to assign all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT and/or the LPA for all antitrust claims and causes of action regarding subcontractors.

15 PN 024 – 04/21/2006 – US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above-referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event the contractor or its agents refuse or fail to adhere to the requirements of the US Army Corps of Engineers 404 Permit and/or the Ohio Environmental Protection Agency's 401 Water Quality Certification and an assessment or fine is made or levied against ODOT and/or the LPA, the Prime Contractor shall reimburse ODOT and/or the LPA within 30 calendar days of the notice of assessment or fine, or ODOT may withhold the amount of the fine from the Prime Contractor's next pay estimate. All money collected or withheld from the Prime Contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against ODOT due to the Prime Contractor's refusal or failure to comply with the permits.

16 PN 031 - 7/21/2023 – PROMPT PAYMENT - LOCAL-LET CONSTRUCTION PROJECTS

Prompt payment requirements apply to ODOT and, by extension, its Prime Contractors and subcontractors (including traditional subcontractors as well as material suppliers and trucking firms, collectively referred to herein as subcontractors). The state of Ohio's laws related to prompt payment are published in O.R.C. 4113.61. O.R.C. 4113.61 applies to all contracts. The Prime Contractor must comply with this Proposal Note, O.R.C. 4113.61, C&MS 107.21 and, for contracts with USDOT financial assistance (*i.e.*, federally-funded contracts), 49 CFR 26.29.

ODOT monitors the payments made by Prime Contractors and subcontractors for compliance with this Proposal Note, O.R.C. 4113.61, C&MS 107.21 and, for federally funded contracts, 49 CFR 26.29. To facilitate this monitoring, ODOT requires Prime Contractors to report their remitted payments to specified subcontractors, and subcontractors to report their remitted payments to specified lower-tier subcontractors, as follows.

- Prime Contractors must report remitted payments to subcontractors and suppliers .
- Subcontractors must report remitted payments to lower-tier subcontractors and suppliers.

The Prime Contractor must report remitted payments to subcontractors within ten (10) calendar days of each payment it receives from ODOT. Each subcontractor must report remitted payments to Lower-tier Subcontractors within ten (10) calendar days of receipt of each payment received from the Prime Contractor. Payers must report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Payment is defined as: issuing Electronic Funds Transfer (EFT) or putting a check in the mail to a subcontractor. The ten-calendar day requirement is met the date that the payment is issued to the subcontractor, not received.

However, as required in C&MS 107.21 and in accordance with O.R.C. 4113.61, Prime Contractors are required to make payment to each subcontractor and supplier within ten (10) calendar days after receipt of payment from ODOT for work performed or materials delivered or incorporated into the project. If a Prime Contractor does not comply with this requirement, penalties in accordance with O.R.C 4113.61 may apply.

SUGGESTED SUB AGREEMENT LANGUAGE – FEDERAL-AID CONTRACTS

Suggested language for the federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, supplier and/or trucking firm*, you (the payee) must verify receipt of payments from the Prime Contractor. You must verify each payment within 10 calendar days of the payment being reported by the Prime Contractor. This verification includes whether the payment was received, and if so, whether it was as expected or not. Furthermore, you must report payments to your lower-tier Subcontractors. The payment data reported must include any retainage (and/or other amounts) withheld and any previously withheld amounts released. You must report payments within 10 calendar days of receipt of each payment received from the Prime Contractor. You must also report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Your payees must then verify each payment reported by you (the payer) within 10 calendar days of the payment being reported. Your lower-tier Subcontractor sub agreements must include this prompt payment and reporting obligation.*

Suggested language for the subcontractor to include in its lower-tier sub agreements:

As a lower-tier subcontractor, you (the payee) must verify receipt of payments from the payer (i.e., the maker of this sub agreement with you). Payees must verify each payment reported by the payer within 10 days of the payment being reported. This verification includes whether the payment was received, and if so, whether it was as expected or not.

SUGGESTED SUB AGREEMENT LANGUAGE – NON-FEDERAL-AID CONTRACTS

Suggested language for the non-federal-aid Prime Contractor to include in its subcontractor agreements:

As a Subcontractor, supplier and/or trucking firm*, you (the payee) must verify receipt of payments from the Prime Contractor. You must verify each payment within 10 calendar days of the payment being reported by the Prime Contractor. This verification includes whether the payment was received, and if so, whether it was as expected or not. Furthermore, you must report payments to your lower-tier Subcontractors. The payment data reported must include any retainage (and/or other amounts withheld) and any previously withheld amounts released. You must report payments within 10 calendar days of receipt of each payment received from the Prime Contractor. You must also report return of retainage (and/or other amounts withheld) within 10 calendar days of release to the payee. Your payees must then verify each payment reported by you (the payer) within 10 days of the payment being reported. Your lower-tier Subcontractor sub agreements must include this prompt payment and reporting obligation.*

Suggested language for the subcontractor to include in its lower-tier sub agreements:

As a lower-tier subcontractor, supplier and/or trucking firm, you (the payee) must verify receipt of payments from the payer (i.e., the maker of this sub agreement with you). Payees must verify each payment reported by the payer within 10 days of the payment being reported. This verification includes whether the payment was received, and if so, whether it was as expected or not.

SANCTIONS AND ADMINISTRATIVE REMEDIES PROMPT PAYMENT

Failure by the Prime Contractor to follow prompt payment requirements may result in the issuance of sanctions listed below. The Prime Contractor may also receive the following sanctions if any of their subcontractors fail to follow prompt payment requirements.

- 1st Level Occurrence: ODOT will issue a Letter of Reprimand to the Prime Contractor (applies if there is a failure to report payments and/or failure to timely pay subcontractor(s));
- 2nd Level Occurrence: ODOT may withhold an estimate in the amount due to the subcontractor(s) that was not reported or paid (applies if there is a failure to report payments and/or failure to timely pay subcontractor(s));
 - If a Prime Contractor receives a 1st Level Occurrence reprimand for a project, all subsequent prompt payment violations on that project (same or different subcontractor) may result in withholding. In this situation, no 1st Level Occurrence reprimand letters will be sent.
- 3rd Level Occurrence: The Prime Contractor may be required to pay interest in the amount of 18% per annum of the payment due, beginning on the 11th day following the receipt of payment from the owner and ending on the date of full payment of the payment due plus interest (applies if a pattern of not paying subcontractor(s) persists or the Prime Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation and/or debarment).

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- The Prime Contractor's past project practices;
- the magnitude and the type of offense;

- the degree of the Prime Contractor's culpability;
- any steps taken to rectify;
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by ODOT.

RETURN OF RETAINAGE

Failure by the Prime Contractor to follow return of retainage requirements may result in the issuance of sanctions listed below. The Prime Contractor may also receive the below sanctions if any of their subcontractors fail to follow return of retainage requirements.

- 1st Level Occurrence: ODOT will issue a Letter of Reprimand to the Prime Contractor (applies if there is a failure to report retainage and/or failure to timely return retainage);
- 2nd Level Occurrence: ODOT may withhold an estimate in the amount of retainage due to the subcontractor(s) (applies if there is a failure to report retainage and/or failure to timely return retainage);
 - If a Prime Contractor receives a 1st Level Occurrence reprimand for a project, all subsequent return of retainage violations on that project (same or different subcontractor) may result in withholding. In this situation, no 1st Level Occurrence reprimand letters will be sent.
 - Repeat Occurrences: Continued non-compliance is a material breach of contract and will be treated as such. ODOT can pursue other remedies available by law including suspension, revocation and/or debarment.

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the Prime Contractor's past project practices;
- the magnitude and the type of offense;
- the degree of the Prime Contractor's culpability;
- any steps taken to rectify;
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by ODOT.

17 ODOT AS OBLIGEE ON BOND

The Prime Contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project owner, ODOT shall be named as an obligee.

18 PN 015 - 04/17/2020 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

The required contract provisions for federal-aid construction contracts are hereby incorporated by reference as if rewritten herein. The current version of Form FHWA-1273 (available at <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) shall be physically incorporated in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreement for supplies or services related to a construction contract). The Prime Contractor shall be responsible for ensuring that the FHWA-1273 is physically incorporated into all lower-tier subcontracts.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the Prime Contractor to include the provisions of FHWA-1273 in their contract or in their lower-tier subcontracts may result in the issuance of sanctions as follows:

- | | |
|-----------|--|
| 1st Tier: | Letter of Reprimand |
| 2nd Tier: | Damages equivalent to the daily liquidated damages amount found in C&MS section 108.07 for each incident of non-compliance |
| 3rd Tier: | If a pattern of paying damages persists or the Prime Contractor has falsified, misrepresented, or withheld information, the LPA can pursue other remedies available by law including suspension, revocation, and/or debarment. |

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the magnitude and the type of offense
- the degree of the Prime Contractor's culpability
- any steps taken to rectify
- the Prime Contractor's record of performance on other projects; and
- the number of times the Prime Contractor has been previously sanctioned by the LPA.

19 PN 032 – 01/31/2021 – C92S REQUIRED ON LOCAL-LET CONSTRUCTION PROJECTS

State and federal law requires that all Prime Contractors and subcontractors participating on state or federally funded projects be evidenced in writing and in conformity with all applicable state and federal laws and regulations.

Effective immediately, all projects advertising after February 1, 2021 will require that a Request to Sublet (C92) form is completed for each subcontractor working on the project prior to the start of work.

A template for this form may be found at, and submitted via, the GoFormz website located at www.goformz.com.

**20 REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID
CONSTRUCTION CONTRACTS (ELECTRONIC FORM FHWA 1273 –
OCTOBER 23, 2023)**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

PROPOSAL FORMS
SECTION E

BID FOR UNIT PRICE CONTRACTS

Place: **HOLMES COUNTY PARK DISTRICT
1 TRAIL DRIVE, SUITE A
MILLERSBURG, OHIO
44654**

Date _____

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 **HOLMES COUNTY PARK DISTRICT** (herein after called "Owner")

Insert corporation, partnership or individual as applicable

Insert name of state

The Bidder, in compliance with your invitation for bids for **HOLMES COUNTY TRAIL PHASE 5C2 PROJECT, PID 120806** 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 written "Notice to Proceed" of the Owner and to fully complete the project by **October 31, 2025** as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **FIVE HUNDRED (\$500.00)** for each consecutive calendar day thereafter as hereinafter provided in Article 12, Section C of the General Contract Conditions.

Bidder acknowledges receipt of the following addenda:

Bidder agrees to perform all the construction work described in the specifications and shown on the plans, for the unit prices outlined on the following pages for the total bid amount of:

Words: _____ Figures: _____

Amounts are to be shown in both words and figures. In case of discrepancies the correct total unit price shall be taken as the sum of all labor unit price plus the material unit price. The total unit price shall be multiplied by the bid quantity to determine the total amount bid for that item of work. The total amount bid for each item of work shall be summed to determine the total amount bid for the project.

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 30 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 Article 2, Section C of the General Contract Conditions. The bid security attached in the sum of

_____ (\$ _____)
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.

Bidder: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Federal Tax ID #: _____

Printed Name of Signee: _____

Title: _____

Signature: _____

PROJECT PID#120806; FAN E240(232)
HOLMES COUNTY TRAIL PHASE 5C2 PROJECT

OWNER Holmes County Park District

BID DATE X/XX/2025

Item	Item Description	Quantity	Unit	Unit Price	Ext Price
	ROADWAY				
201E11000	CLEARING AND GRUBBING	1	LS	\$ -	\$ -
202E11200	PORTIONS OF STRUCTURE REMOVED, STONE ABUTMENTS	1	LS	\$ -	\$ -
202E20010	HEADWALL REMOVED	4	EACH	\$ -	\$ -
202E23000	PAVEMENT REMOVED	598	SY	\$ -	\$ -
202E32000	CURB REMOVED	341	FT	\$ -	\$ -
202E35100	PIPE REMOVED, 24" DIAMETER AND UNDER	15	FT	\$ -	\$ -
202E35200	PIPE REMOVED, OVER 24" DIAMETER	90	FT	\$ -	\$ -
202E38000	GUARDRAIL REMOVED	436	FT	\$ -	\$ -
202E70000	SPECIAL - FILL AND PLUG EXISTING CONDUIT, 12" DIAMETER	33	FT	\$ -	\$ -
202E75000	FENCE REMOVED	11857	FT	\$ -	\$ -
202E75250	GATE REMOVED	9	EACH	\$ -	\$ -
203E10000	EXCAVATION	14039	CY	\$ -	\$ -
203E20000	EMBANKMENT	15040	CY	\$ -	\$ -
203E35110	GRANULAR MATERIAL, TYPE B	26	CY	\$ -	\$ -
204E10000	SUBGRADE COMPACTION	26687	SY	\$ -	\$ -
204E13000	EXCAVATION OF SUBGRADE	3254	CY	\$ -	\$ -
204E30020	GRANULAR MATERIAL, TYPE C	818	CY	\$ -	\$ -
204E45000	PROOF ROLLING	12	HOUR	\$ -	\$ -
204E50000	GEOTEXTILE FABRIC	2455	SY	\$ -	\$ -
206E15020	CEMENT STABILIZED SUBGRADE, 14 INCHES DEEP	6195	SY	\$ -	\$ -
606E15050	GUARDRAIL, TYPE MGS	238	FT	\$ -	\$ -
606E26150	ANCHOR ASSEMBLY, MGS TYPE E	1	EACH	\$ -	\$ -
606E26550	ANCHOR ASSEMBLY, MGS TYPE T	3	EACH	\$ -	\$ -

606E34600	MGS BRIDGE TERMINAL ASSEMBLY, TYPE TST-2	4	EACH	\$	-	\$	-
607E23000	FENCE, TYPE CLT	427	FT	\$	-	\$	-
607E98000	FENCE, MISC.: WOOD FENCE (SAFETY RAIL PER SCD RM-5.2)	17199	FT	\$	-	\$	-
607E98100	FENCE, MISC.: 10 FT METAL SWING GATE	6	EACH	\$	-	\$	-
607E98100	FENCE, MISC.: 7 FT METAL SWING GATE	2	EACH	\$	-	\$	-
608E10000	4" CONCRETE WALK	1286	SF	\$	-	\$	-
608E52000	CURB RAMP	406	SF	\$	-	\$	-
609E26000	CURB, TYPE 6	330	FT	\$	-	\$	-
632E64950	TEST HOLE PERFORMED - LEVEL A SUE	6	EACH	\$	-	\$	-
638E10800	VALVE BOX ADJUSTED TO GRADE	1	EACH	\$	-	\$	-
680E11000	SPECIAL - SHELTER HOUSE	1	EACH	\$	-	\$	-
680E21000	SPECIAL - WATER WELL ASSEMBLY	1	EACH	\$	-	\$	-
690E50350	SPECIAL - MAILBOX REMOVED AND RESET	4	EACH	\$	-	\$	-
690E50560	SPECIAL - BICYCLE RACK	2	EACH	\$	-	\$	-
690E50600	SPECIAL - BOLLARD	4	EACH	\$	-	\$	-
690E65016	SPECIAL - WORK INVOLVING PETROLEUM CONTAMINATED SOIL	99	TON	\$	-	\$	-
690E65024	SPECIAL - WORK INVOLVING REGULATED WATER	1000	GAL	\$	-	\$	-
690E98000	SPECIAL - HITCHING POST	4	EACH	\$	-	\$	-
690E98400	SPECIAL - MISC.: WORK INVOLVING ASBESTOS CONTAINING MATERIALS	1	LS	\$	-	\$	-
	EROSION CONTROL						
601E32100	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER	6	CY	\$	-	\$	-
601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER	29	CY	\$	-	\$	-
659E00100	SOIL ANALYSIS TEST	2	EACH	\$	-	\$	-
659E00300	TOPSOIL	4796	CY	\$	-	\$	-
659E00550	SEEDING AND MULCHING, CLASS 4A	40399	SY	\$	-	\$	-
659E14000	REPAIR SEEDING AND MULCHING	2020	SY	\$	-	\$	-
659E15000	INTER-SEEDING	2020	SY	\$	-	\$	-
659E20000	COMMERCIAL FERTILIZER	5.64	TON	\$	-	\$	-
659E31000	LIME	8.35	ACRE	\$	-	\$	-
659E35000	WATER	224	MGAL	\$	-	\$	-
670E00500	SLOPE EROSION PROTECTION	1952	SY	\$	-	\$	-

670E00700	DITCH EROSION PROTECTION	848	SY	\$	-	\$	-
832E15000	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$	-	\$	-
832E15002	STORM WATER POLLUTION PREVENTION INSPECTIONS	1	LS	\$	-	\$	-
832E30000	EROSION CONTROL	175962	EACH	\$	-	\$	-
	DRAINAGE						
602E20000	CONCRETE MASONRY	60	CY	\$	-	\$	-
605E31100	AGGREGATE DRAINS	3675	FT	\$	-	\$	-
611E04400	12" CONDUIT, TYPE B	97	FT	\$	-	\$	-
611E04900	12" CONDUIT, TYPE D	130	FT	\$	-	\$	-
611E16900	36" CONDUIT, TYPE D	88	FT	\$	-	\$	-
611E16901	36" CONDUIT, TYPE D, AS PER PLAN	83	FT	\$	-	\$	-
611E21400	48" CONDUIT, TYPE D	90	FT	\$	-	\$	-
611E98470	CATCH BASIN, NO. 2-2B	1	EACH	\$	-	\$	-
611E98630	CATCH BASIN ADJUSTED TO GRADE	1	EACH	\$	-	\$	-
611E98634	CATCH BASIN RECONSTRUCTED TO GRADE	2	EACH	\$	-	\$	-
611E99700	SPECIAL - GAS VALVE BOX ADJUSTED TO GRADE	2	EACH	\$	-	\$	-
	PAVEMENT						
254E01000	PAVEMENT PLANING, ASPHALT CONCRETE, 3" MAX.	1375	SY	\$	-	\$	-
301E56000	ASPHALT CONCRETE BASE, PG64-22, (449)	788	CY	\$	-	\$	-
304E20000	AGGREGATE BASE	4993	CY	\$	-	\$	-
407E10000	TACK COAT (0.08 GAL/SY)	2912	GAL	\$	-	\$	-
441E70000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	1154	CY	\$	-	\$	-
441E70300	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)	1369	CY	\$	-	\$	-
452E12010	8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P	364	SY	\$	-	\$	-
	TRAFFIC CONTROL						
630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST	425.5	FT	\$	-	\$	-
630E04100	GROUND MOUNTED SUPPORT, NO. 4 POST	103	FT	\$	-	\$	-
630E08600	SIGN POST REFLECTOR	6	EACH	\$	-	\$	-
630E80100	SIGN, FLAT SHEET	325	SF	\$	-	\$	-
630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	15	EACH	\$	-	\$	-
630E85100	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	1	EACH	\$	-	\$	-

630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	8	EACH	\$	-	\$	-
630E89812	REMOVAL OF WOOD POLE AND DISPOSAL	1	EACH	\$	-	\$	-
642E00300	CENTER LINE, TYPE 1	2.49	MILE	\$	-	\$	-
642E00400	CHANNELIZING LINE, 8", TYPE 1	237	FT	\$	-	\$	-
642E00500	STOP LINE, TYPE 1	115	FT	\$	-	\$	-
642E00700	TRANSVERSE/DIAGONAL LINE, TYPE 1 (YELLOW)	474	FT	\$	-	\$	-
642E01200	PARKING LOT STALL MARKING, TYPE 1	485	FT	\$	-	\$	-
642E01300	LANE ARROW, TYPE 1	17	EACH	\$	-	\$	-
642E01500	DOTTED LINE, 4", TYPE 1 (WHITE)	164	FT	\$	-	\$	-
642E01702	HANDICAP SYMBOL MARKING, TYPE 1	3	EACH	\$	-	\$	-
646E10010	EDGE LINE, 6" (WHITE)	0.22	MILE	\$	-	\$	-
646E10200	CENTER LINE	0.16	MILE	\$	-	\$	-
646E10400	STOP LINE	43	FT	\$	-	\$	-
646E10510	CROSSWALK LINE, 12"	106	FT	\$	-	\$	-
	STRUCTURE OVER 20 FOOT SPAN (BRIDGE 008)						
203E10000	EXCAVATION, BRIDGE	253	CY	\$	-	\$	-
203E20000	EMBANKMENT, BRIDGE	320	CY	\$	-	\$	-
503E11100	COFFERDAMS AND EXCAVATION BRACING	1	LS	\$	-	\$	-
503E21100	UNCLASSIFIED EXCAVATION	122	CY	\$	-	\$	-
505E11100	PILE DRIVING EQUIPMENT MOBILIZATION	1	LS	\$	-	\$	-
507E00600	14" CAST-IN-PLACE REINFORCED CONCRETE PILES, DRIVEN	700	FT	\$	-	\$	-
507E00650	14" CAST-IN-PLACE REINFORCED CONCRETE PILES, FURNISHED	770	FT	\$	-	\$	-
509E10000	EPOXY COATED STEEL REINFORCEMENT	10995	LB	\$	-	\$	-
511E31610	CLASS QC2 CONCRETE, SUPERSTRUCTURE	27	CY	\$	-	\$	-
511E44110	CLASS QC1 CONCRETE, ABUTMENT NOT INCLUDING FOOTING	55	CY	\$	-	\$	-
511E46510	CLASS QC1 CONCRETE, FOOTING	28	CY	\$	-	\$	-
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	126	SY	\$	-	\$	-
515E12030	PRESTRESSED CONCRETE COMPOSITE BOX BEAM BRIDGE MEMBERS, LEVE L 1, CB17-48, (61'-0")	5	EACH	\$	-	\$	-
516E13900	2" PREFORMED EXPANSION JOINT FILLER	24	SF	\$	-	\$	-
516E14014	INTEGRAL ABUTMENT EXPANSION JOINT SEAL	53	FT	\$	-	\$	-
516E31010	2" DEEP JOINT SEALER	40	FT	\$	-	\$	-

516E43101	ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE), AS PER PLAN, 1.5" THICK	20	EACH	\$	-	\$	-
517E70001	RAILING (TWIN STEEL TUBE), AS PER PLAN	132	FT	\$	-	\$	-
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC	59	CY	\$	-	\$	-
518E22300	SPECIAL - STEEL DRIP STRIP	149	FT	\$	-	\$	-
518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE	81	FT	\$	-	\$	-
518E40010	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIAL S	70	FT	\$	-	\$	-
601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER, BRIDGE	90	CY	\$	-	\$	-
856E10000	BRIDGE DECK WATERPROOFING ASPHALT CONCRETE	6	CY	\$	-	\$	-
	STRUCTURE OVER 20 FOOT SPAN (BRIDGE 009)						
202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	1	LS	\$	-	\$	-
203E10000	EXCAVATION, BRIDGE	29	CY	\$	-	\$	-
203E20000	EMBANKMENT, BRIDGE	35	CY	\$	-	\$	-
503E11100	COFFERDAMS AND EXCAVATION BRACING	1	LS	\$	-	\$	-
503E21100	UNCLASSIFIED EXCAVATION	47	CY	\$	-	\$	-
509E10000	EPOXY COATED STEEL REINFORCEMENT	6823	LB	\$	-	\$	-
510E10001	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT, AS PER PLAN	156	EACH	\$	-	\$	-
511E31610	CLASS QC2 CONCRETE, SUPERSTRUCTURE	22	CY	\$	-	\$	-
511E44110	CLASS QC1 CONCRETE, ABUTMENT NOT INCLUDING FOOTING	29	CY	\$	-	\$	-
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	79	SY	\$	-	\$	-
515E12030	PRESTRESSED CONCRETE COMPOSITE BOX BEAM BRIDGE MEMBERS, LEVE L 1, CB17-48, (46'-0")	5	EACH	\$	-	\$	-
516E13900	2" PREFORMED EXPANSION JOINT FILLER	21	SF	\$	-	\$	-
516E31010	2" DEEP JOINT SEALER	40	FT	\$	-	\$	-
516E43101	ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE), AS PER PLAN, 1.5" THICK	20	EACH	\$	-	\$	-
517E70001	RAILING (TWIN STEEL TUBE), AS PER PLAN	102	FT	\$	-	\$	-
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC	15	CY	\$	-	\$	-
518E22300	SPECIAL - STEEL DRIP STRIP	107	FT	\$	-	\$	-
518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE	73	FT	\$	-	\$	-
518E40010	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIAL S	24	FT	\$	-	\$	-
519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN	20	SF	\$	-	\$	-
601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER, BRIDGE	36	CY	\$	-	\$	-
856E10000	BRIDGE DECK WATERPROOFING ASPHALT CONCRETE	5	CY	\$	-	\$	-

STRUCTURE OVER 20 FOOT SPAN (BRIDGE 010)					
202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	1	LS	\$ -	\$ -
203E10000	EXCAVATION, BRIDGE	27	CY	\$ -	\$ -
203E20000	EMBANKMENT, BRIDGE	32	CY	\$ -	\$ -
503E11100	COFFERDAMS AND EXCAVATION BRACING	1	LS	\$ -	\$ -
503E21100	UNCLASSIFIED EXCAVATION	30	CY	\$ -	\$ -
509E10000	EPOXY COATED STEEL REINFORCEMENT	5053	LB	\$ -	\$ -
510E10001	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT, AS PER PLAN	116	EACH	\$ -	\$ -
511E31610	CLASS QC2 CONCRETE, SUPERSTRUCTURE	22	CY	\$ -	\$ -
511E44110	CLASS QC1 CONCRETE, ABUTMENT NOT INCLUDING FOOTING	14	CY	\$ -	\$ -
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	71	SY	\$ -	\$ -
515E12030	PRESTRESSED CONCRETE COMPOSITE BOX BEAM BRIDGE MEMBERS, LEVE L 1, CB17-48, (46'-0")	5	EACH	\$ -	\$ -
516E13900	2" PREFORMED EXPANSION JOINT FILLER	21	SF	\$ -	\$ -
516E31010	2" DEEP JOINT SEALER	40	FT	\$ -	\$ -
516E43101	ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE), AS PER PLAN, 1.5" THICK	20	EACH	\$ -	\$ -
517E70001	RAILING (TWIN STEEL TUBE), AS PER PLAN	102	FT	\$ -	\$ -
518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC	14	CY	\$ -	\$ -
518E22300	SPECIAL - STEEL DRIP STRIP	107	FT	\$ -	\$ -
518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE	57	FT	\$ -	\$ -
518E40010	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIAL S	24	FT	\$ -	\$ -
519E11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN	20	SF	\$ -	\$ -
601E32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER, BRIDGE	28	CY	\$ -	\$ -
856E10000	BRIDGE DECK WATERPROOFING ASPHALT CONCRETE	5	CY	\$ -	\$ -
STRUCTURE OVER 20 FOOT SPAN (HOL-60-0423)					
202E11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	1	LS	\$ -	\$ -
509E10000	EPOXY COATED STEEL REINFORCEMENT	6131	LB	\$ -	\$ -
511E34410	CLASS QC2 CONCRETE, SUPERSTRUCTURE	40	CY	\$ -	\$ -
512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	69	SY	\$ -	\$ -
517E70100	RAILING (THREE STEEL TUBE BRIDGE RAILING)	154	FT	\$ -	\$ -
517E70101	RAILING (THREE STEEL TUBE BRIDGE RAILING), AS PER PLAN	154	FT	\$ -	\$ -
MAINTENANCE OF TRAFFIC					

614E12384	WORK ZONE IMPACT ATTENUATOR, 24" WIDE HAZARDS, (BIDIRECTIONAL)	10	EACH	\$	-	\$	-
614E13310	BARRIER REFLECTOR, TYPE 1 (BIDIRECTIONAL)	30	EACH	\$	-	\$	-
614E13360	OBJECT MARKER, TWO WAY	25	EACH	\$	-	\$	-
614E21200	WORK ZONE CENTER LINE, CLASS I, 740.06, TYPE I	0.11	MILE	\$	-	\$	-
614E22210	WORK ZONE EDGE LINE, CLASS I, 6", 740.06, TYPE I	0.27	MILE	\$	-	\$	-
614E26400	WORK ZONE STOP LINE, CLASS I, 740.06, TYPE I	46	FT	\$	-	\$	-
616E10000	WATER	10	MGAL	\$	-	\$	-
622E41100	PORTABLE BARRIER, UNANCHORED	1160	FT	\$	-	\$	-
	INCIDENTALS						
614E11000	MAINTAINING TRAFFIC	1	LS	\$	-	\$	-
619E16010	FIELD OFFICE, TYPE B	12	MNTH	\$	-	\$	-
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	\$	-	\$	-
624E10000	MOBILIZATION	1	LS	\$	-	\$	-
TOTAL BID PRICE				\$	-		

FEDERALLY REQUIRED EEO CERTIFICATION FORM

The bidder hereby certifies that he **has**, **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246,

and that he **has**, **has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

The Bidder must circle the appropriate "has or has not" above.

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER
OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES**

O.R.C. 5919.042

STATE OF OHIO:

SS:

TO:

The undersigned, first duly sworn, submitting a bid proposal for:

HOLMES COUNTY PARK DISTRICT
HOLMES COUNTY TRAIL PHASE 5C2 PROJECT

hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Affiant

Title

Sworn to before me and subscribed in my presence this _____ day of _____
2024.

Notary Public

BID GUARANTY AND CONTRACT BOND

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

_____ ¹ as Principal
and _____ ² as Surety, are

hereby held and firmly bound unto **THE HOLMES COUNTY PARK DISTRICT and OHIO DEPARTMENT OF TRANSPORTATION (ODOT)**

¹ Here insert full name or legal title of Contractor and address
² Here insert full name or legal title of Surety

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:

HOLMES COUNTY TRAIL PHASE 5C2 PROJECT

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 alternatives 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 hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower 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 the Principal 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 Obligees 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 Obligees 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 therefore shall in any way affect the obligations of said Surety on this 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
By: _____
Title: _____

Surety Company Address:

Surety
By: _____
Attorney-in-Fact

Surety Agent's Name and Address:

STATEMENT OF EXPERIENCE

Bidders shall submit as part of their bid proposal a statement of work performed similar to that to be done under this proposed Contract.

Bidder may further mention the larger items of his equipment and organization.

Bidder may further submit evidence of his financial ability to perform the work.

OWNER/PROJECT	DATE	CONTRACT AMT.	BRIEF DESCRIPTION
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CONTRACT FORMS
SECTION F

NOTICE OF AWARD

To: _____

Project: **HOLMES COUNTY PARK DISTRICT**
HOLMES COUNTY TRAIL PHASE 5C2 PROJECT

the OWNER has considered the BID submitted by you on **XXXXX, 2025** (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of
\$ _____

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's CONTRACT BOND, if applicable, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your **BID** as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD to the OWNER.**

Dated this _____ day of _____, 2025.

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** from **HOLMES COUNTY PARK DISTRICT** is hereby acknowledged.

By: _____

Title: _____

Date: _____

ARTICLES OF AGREEMENT

THIS AGREEMENT, known as the Contract for the Construction of **HOLMES COUNTY TRAIL PHASE 5C2 PROJECT** made and entered into this _____ day of _____, in the year Two Thousand Twenty-Five, by and between the **HOLMES COUNTY PARK DISTRICT** , Party of the First Part, and _____ as Contractor, Party of the Second Part.

WITNESSETH: That the said Party of the Second Part has agreed and by these presents does agree with the said Party of the First Part, for the consideration mentioned in the Proposal and under the penalty expressed in a Bond bearing even date with these presents and herein contained or hereto annexed, to furnish at the proper cost and expense to the Party of the Second Part, all the necessary materials and labor of every description and to carry out and complete in a workmanlike manner, ready for continuous operation, the improvement known as the **HOLMES COUNTY TRAIL PHASE 5C2 PROJECT** in accordance with the following listed documents, all of which are as fully a part of this Contract as if herein set forth verbatim, or if not attached, as if attached and on file in the office of the **HOLMES COUNTY PARK DISTRICT OFFICE**, subject to such changes as may be necessary to conform with the intent of the Contract.

- (a) Invitation for Bids
- (b) Information for Bidders
- (c) Proposal
- (d) Bid Bond
- (e) Articles of Agreement
- (f) General Conditions
- (g) Special Conditions
- (h) Payment Bond
- (I) Performance Bond
- U) Personal Property Tax Statement
- (k) Notice of Award
- (l) Notice to Proceed
- (m) Change Orders
- (n) Contract Drawings
- (o) Specifications
- (p) Addenda:
 - No. _____, dated _____, 20 __-
 - No. _____, dated _____, 20 __-
 - No. _____, dated _____, 20 __-
 - No. _____, dated _____, 20 __-

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not included, or is not correctly inserted, then upon application of either party hereto the Contract shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the Chairman, on behalf of the **HOLMES COUNTY PARK DISTRICT**, and the Contractor have executed this agreement in 5 copies as of the date first hereinbefore written, 2 copies to the **HOLMES COUNTY PARK DISTRICT**, 2 copies to the Contractor, and 1 copy to ODOT, District 11

WITNESS:

HOLMES COUNTY PARK DISTRICT

CHAIRMAN OF PARK DISTRICT

CONTRACTOR

By _____

TITLE

(If the Contractor is a corporation, affix the corporate seal.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ located at _____ doing business as _____ (Insert a corporation, a partnership, or an individual as applicable), hereinafter referred to as CONTRACTOR, and _____ located at _____ hereinafter referred to as SURETY, are held and firmly bound unto the **OHIO DEPARTMENT OF TRANSPORTATION AND HOLMES COUNTY PARK DISTRICT** located in the **HOLMES COUNTY PARK DISTRICT OFFICE at 1 TRAIL DRIVE. SUITE A. MILLERSBURG. OHIO 44654** hereinafter referred to as 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 CONTRACTOR entered into a certain Contract with the **HOLMES COUNTY PARK DISTRICT**, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of: _

HOLMES COUNTY TRAIL PHASE 5C2 PROJECT

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 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 and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such equipment, and all insurance premiums on said work, and for all labor, performed on such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise or 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 to the terms of the Contract or to 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 the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the HOLMES COUNTY PARK DISTRICT 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:

Secretary

(SEAL}
Witness as to Contractor

(Address)

ATTEST:

Witness as to Surety

(Address)

Contractor

BY: _____

(Address)

Surety

BY: _____

Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract if CONTRACTOR is Partnership, all partners should execute BOND.

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 of Ohio.

NOTICE TO PROCEED

To: _____ Date: _____

Project: **HOLMES COUNTY TRAIL PHASE 5C2 PROJECT**
KILLBUCK, OHIO 44637

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore **October 31, 2025**. You are required to return an acknowledged copy of this NOTICE TO PROCEED to the **HOLMES COUNTY PARK DISTRICT**.

HOLMES COUNTY PARK DISTRICT

Owner

By _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged

by _____

on this _____ day of _____, 20_____

By: _____

Name: _____

Title: _____

NOTICE TO SURETY OF AWARD OF CONTRACT TO ITS PRINCIPAL

HOLMES COUNTY PARK DISTRICT
1 TRAIL DRIVE, SUITE A
MILLERSBURG, OHIO 44654

(surety on contractor's bond)

and

(agent of the surety)

In compliance with Ohio Revised Code Section 9.32, which states:

9.32 NOTICE TO SURETY OF AWARD OF CONTRACT TO ITS PRINCIPAL
Whenever the state, or any political subdivision, district, institution, or other agency thereof awards a contract for the construction, demolition, alteration, repair, or reconstruction of a public improvement, the contracting authority shall simultaneously notify the surety on the contractor's bond of the award and the agent of the surety who executed the bond on behalf of the surety. The notice shall be given in writing and mailed to the surety and the agent whose names and addresses appear on the bond.

The HOLMES COUNTY PARK DISTRICT, hereby gives notice that on

(Date)

(Contractor)

was awarded the
HOLMES COUNTY TRAIL PHASE 5C2 PROJECT
(Title of Contract)

CHAIRMAN

**NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT PURSUANT TO
REVISED CODE SECTION 1311.252**

State of Ohio,

ss:

County of Holmes

Dan Mathie, Chairman, being first duly sworn, says that:

1. Affiant is the Chairman of the Holmes County Park District, 1 Trail Drive, Suite A, Millersburg, Ohio 44654 (the "Public Authority")

2. The Public Authority will be commencing a public improvement identified as follows:

HOLMES COUNTY TRAIL PHASE 5C2 PROJECT

3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

NAME	ADDRESS	TRADE	DATE OF FIRST EXECUTED CONTRACT FOR THE PUBLIC IMPROVEMENT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. The following lists the names and address of the sureties for all of those principal contractors:

PRINCIPAL CONTRACTOR	NAME OF SURETY	ADDRESS OF SURETY
_____	_____	_____
_____	_____	_____

5. For the purpose of serving an affidavit pursuant to Revised Code Section 1311.26, service may be made upon the following representative of the Public Authority:

Joe Miller, Chairman, Holmes County Park District, 1 Trail Drive, Suite A, Millersburg, Ohio 44654.

FURTHER AFFIANT SAYETH NAUGHT.

Joe Miller, Chairman

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20__.

Notary Public

CHANGE ORDER

PROJECT
Holmes County Trail Phase 5C2 Project
KILLBUCK, OHIO 44637
CONTRACTOR

CO#	
DATE	
OWNER	
HOLMES COUNTY PARK DISTRICT	
1 TRAIL DRIVE, SUITE B	
MILLERSBURG, OH 44654	

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

CHANGE TO CONTRACT PRICE	
Original contract price	_____
Current contract price adjusted by previous CHANGE ORDER	_____
The contract price due to this CHANGE ORDER will be changed by	_____
The new contract price including this CHANGE ORDER will be	_____
CHANGE TO CONTRACT TIME	
The contract time will be changed by (days)	_____
The date for completion of all WORK will be (dale)	_____

APPROVED BY	PRINTED NAME	SIGNATURE	DATE
ENGINEER			
OWNER			
CONTRACTOR			

OHIO DEPARTMENT OF TRANSPORTATION LPA PROGRAM FINAL REPORT

PID #:	LPA:
Project Name (C. R. S.):	
Project Description:	

I certify that the subject project has been completed. The contract was administered and the work inspected under my general supervision. The LPA acted in good faith to inform and enforce with the contractor all the requirements of the plans and specifications.

The materials incorporated into the project were found to be in relative conformance with the contract requirements and the material documentation on file adequately reflects the quantities installed. Overall, the work was completed in substantial conformity to the approved plans and specifications and when necessary materials tested for conformity to expected standards.

The attached cost reimbursement information is correct and accurate to the best of my knowledge. There are no additional future financial obligations due by ODOT to be either paid to the contractor, or reimbursed to the LPA. The final invoice is attached as part of this report.

Further information and the project file will be kept for a minimum of three (3) years and can currently be found at this address:

CERTIFIED BY Local/ Person in Responsible Charge:

Signature:	Date:
Name:	
Title:	

Affix State Of Ohio Engineer's Seal below if applicable

CERTIFIED BY Construction Project Engineer if applicable:

Signature:	Date:
Name:	
Title:	

Affix State Of Ohio Engineer's Seal below

WAGE RATES

SECTION G

**FEDERAL PREVAILING WAGE RATES ARE ON THE FOLLOWING
PAGES**

GENERAL DECISION #OH 140002
05/09/2014 OH2

**AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR
FOR PREVAILING WAGES**

I, _____
(Name of person signing affidavit) (Title)

of the _____, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

HOLMES COUNTY TRAIL PHASE 5C2 PROJECT . KILLBUCK, OHIO
(Project and Location)

during the following period from _____ To _____
is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates of deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

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

(Notary Public)

The above affidavit must be executed and sworn to by the Officer of Agent or the Contractor or Subcontractor who supervises the payment of employees, before the Owner will release the surety and/or make a final payment due under the terms of the Contract.