



VILLAGE OF CHAGRIN FALLS

Advertisement, Bid and Specifications

Village of Chagrin Falls
Police & Fire Dept Renovations
Program

Prepared By:

RSA Architects, LLC
Chagrin Falls, Ohio

11 MAY 2018

BIDS DUE BY: 12 noon, 30 May 2018

Index

This Bid Document is comprised of the following sections:

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Please inspect this document on receipt. If **ANY** pages or sections are missing, it is the responsibility of the bidder to contact the Office of the Chief Administrative Officer at (440) 247-5050 for replacement pages.

NOTE:

Failure to complete and return **ALL** required forms by the Bid deadline may result in the disqualification of the Bid.

LEGAL NOTICE

The *Village of Chagrin Falls* will receive sealed bid proposals delivered to the Office of the Clerk, Chagrin Falls Village Hall, 21 West Washington Street, Chagrin Falls, Ohio 44022 until **12:00 Noon** on the **30TH OF May 2018** for:

Chagrin Falls Fire And Police Department Renovations & Additions Program

and such bids will be publicly opened and read immediately thereafter. Each bid must contain the full name or names of the party or parties making the same, with an affidavit as to interested parties, and in the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio, and be accompanied by a bond, or a certified or cashier's check on a solvent bank, made payable to the order of the **VILLAGE OF CHAGRIN FALLS** in an amount not less than ten percent (10%) of the total amount of the bid.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals, and other contract documents are available on the Village website at www.chagrin-falls.org or on file at the office of the Chief Administrative Officer of the Village of Chagrin Falls, and may be obtained at no charge.

The bid bond, or a certified or cashier's check, as the case may be, will be held as a guarantee that, if the bid proposal is accepted, a contract will be entered into between the bidder and the Village of Chagrin Falls, and the performance of such contract secured by said check or bond, and default thereof said check and/or bond, and the amount represented thereby, shall be forfeited to the Village of Chagrin Falls, as liquidated damages.

The Village of Chagrin Falls reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid which they deem most favorable.

Robert Jamieson
Chief Administrative Officer
Village of Chagrin Falls, Ohio

**VILLAGE OF CHAGRIN FALLS
INVITATION FOR BIDS**

The Village of Chagrin Falls is seeking bids for the **Chagrin Falls Police And Fire Department Renovation & Additions Program**. The contract period is for sixty (60) days commencing at the issuance of the Notice to Proceed unless otherwise specified in the bid specifications. Bids shall be submitted by **12:00 Noon** on the **30th** day of **May**, **2018** in sealed envelopes addressed to the "Office of the Clerk, Chagrin Falls Village Hall, 21 West Washington Street, Chagrin Falls, Ohio 44022," and shall be plainly marked on the outside of the envelope with **"Chagrin Falls Police & Fire Department Renovation Program"** and shall bear the name of the bidder.

TWO COMPLETE SETS OF BID FORMS SHALL BE INCLUDED WITH THE BID.

Bids received after the deadline will be returned unopened. Bids may not be withdrawn at any time. The bids will be publicly opened and read immediately after the deadline for submission. At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

**VILLAGE OF CHAGRIN FALLS
GENERAL INSTRUCTIONS TO BIDDERS**

- A.** Each Bidder submitting a proposal shall first familiarize themselves with the Village, its ordinances, rules and policies, and with all conditions which might affect the Bidder's work.
- B.** Sealed bids for **Chagrin Falls Police And Fire Department Renovations & Additions** will be received at the Office of the Clerk, Chagrin Falls Village Hall, 21 West Washington Street, Chagrin Falls, Ohio 44022, until 12:00 o'clock Noon on the date specified in the Public Notice. Bids will be open and read publicly immediately thereafter.
- C.** Two Complete sets of Bid Forms shall be included with the Bid. The forms shall be identically filled out, to the Village, sealed in an opaque envelope and clearly marked **"Bid Proposal for Chagrin Falls Police And Fire Department Renovations & Additions."**
- D.** Each Proposal shall be made on the attached "Proposal Form." Each proposal shall contain the full name and address of each person or company interested therein. In the case of a partnership, the name and address of each partner must be stated on the Proposal Form. The partnership, corporate, limited liability company or individual name of the Bidder must be signed by the Bidder(s) in the space provided for signature on the Proposal Form. In the case of a partnership, the signature of at least one (1) of the partners must follow the partnership name and the designation "general partner" must be used. In the case of a corporation or limited liability company the title of the officer or manager signing must be stated. In the case of an individual, the designation "doing business as" or "sole owner" must be used. A Bidder, may, at its discretion, add other pertinent facts or data which it might deem desirable, but at a minimum, this information must be on the Proposal Form.
- E.** Prices bid for the various items shall be stated both in figures and words in the appropriate spaces provided in the proposal-contract form, and all bids will be considered informal which contain items not specified in said proposal-contract form. Prices for materials or equipment shall include hauling and delivery to any place designated on the order of the Village within the corporate limits of the Village.
- F.** Each Bidder must certify that it has complied with Ohio Revised Code Section 5719.042. Each Bidder must complete a Non-Collusion Affidavit. The Bidder's signature on the affidavit **MUST** be notarized.

No bidder shall be considered a responsive and responsible bidder or eligible to be awarded the contract to which this Notice or Bid Specifications apply, if the bidder is listed on the Auditor of State's Database as having a "Finding of Recovery" as that term is defined in Ohio Revised Code Section 9.24. No bidder shall be considered a

responsive and responsible bidder or eligible to be awarded the contract to which this Notice or Bid Specifications apply unless the bidder has completed a certification that the bidder is in compliance with Ohio Revised Code Section 3517.13. A copy of the certification is included with the instructions to bidders and must be submitted with the bid.

- G.** The personal property tax affidavit, which is part of the bidding documents, shall be properly executed and notarized. The personal property tax affidavit certifies that the Bidder is not charged with any delinquent personal property taxes on the general list of personal property of any county in the State of Ohio or that attached to the affidavit is a list of delinquent personal property taxes charged against the Bidder.
- H.** The personal property tax affidavit will be submitted to the Director of Finance stating and affirming under oath that the successful Bidder with whom the contract is to be made is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Cuyahoga County; or that such successful Bidder 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 nay due and unpaid penalties and interest thereon. If the statement indicates the successful Bidder/taxpayer has been charged with any such taxes, a copy of this statement shall be transmitted by the Director of Finance to the County Treasurer within 30 days of the date it is submitted. A copy of the statement shall also be incorporated into the contract, no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.
- I.** No proposal will be considered unless accompanied by a bid bond, or a certified or cashier's check drawn on a solvent bank and made payable to the Village of Chagrin Falls, Ohio in an amount not less than ten percent (10%) of the Bidder's Base Bid, conditioned upon execution of the contract and the furnishing of a performance and payment in bond in the event the contract is awarded to the bidder.

Note: Bid Bonds must be from a surety licensed by the State of Ohio. The Bond must include full contact information for the surety, including name of firm, complete address, telephone number, fax number and email contact information. The Bond must include full contact information for the person writing the bond for the surety (name of person and firm, complete address, telephone number, fax number and email contact information), and a power of attorney demonstrating that the person issuing the bond is authorized by the surety to write such bonds.

- J.** Bids shall be submitted prior to the time fixed in the "Invitation for Bids." Bids received after the time so indicated shall be returned unopened. At the time and placed fixed for the opening of bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

- K.** The Village reserves the right to reject any and or all proposals, including alternates, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interest of the Village will be promoted thereby.
- L.** The award of the contract, if it is awarded, will be made within sixty (60) calendar days after the opening of proposals to the lowest and best bidder whose proposal complies with the entire requirement prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified, by letter, mailed to the address shown in the proposal, that its bid has been accepted and that it has been awarded the contract.
- M.** The Village reserves the right to rescind the award of any contract at any time before the execution of said contract by all parties without any liability against the Village.
- N.** All proposal guaranties will be returned upon award of the contract, after a contract bond has been furnished, and the contract has been executed.
- O.** The successful bidder must within ten (10) days after it has received notice of the award to them and before entering into a contract furnish a Contract or Performance Bond in the form provided by section 153.57 of the Ohio Revised Code in the full amount of its proposal, which bond shall cover the entire contract until final acceptance by the Village of this improvement and receipt of the Maintenance Bond.

The successful bidder must also, within ten (10) days after it has received notice of the award and before entering into a contract, furnish a Labor and Material Bond in the full amount of his proposal.

Note: Bond must be from a surety licensed by the State of Ohio. The Bond must include full contact information for the surety, including name of firm, complete address, telephone number, fax number and email contact information. The Bond must include full contact information for the person writing the bond for the surety (name of person and firm, complete address, telephone number, fax number and email contact information), and a power of attorney demonstrating that the person issuing the bond is authorized by the surety to write such bonds.

- P.** The contract shall be signed by the successful bidder and returned; together with the contract bond and other required contract documents, within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Village of Chagrin Falls until the execution of the contract. If the contract is not executed by the Chief Administrative Officer within twenty (20) days following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw his bid without prejudice.
- Q.** Failure to execute the contract and file an acceptable bond shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall

become the property of the Village, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsive and responsible bidder, or the work may be readvertised as the Chief Administrative Officer may decide.

- R.** The Bidder shall defend, indemnify, and hold harmless the Village and its officers and agents from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not well founded in law, brought or recovered against it, by reasons of any act or omission of said Bidder, its agents or employees, in the execution of the contract or consequence of insufficient protection, or for the use of any patented invention by said Bidder, in a sum sufficient to cover aforesaid claims, including attorney's fees of the Village incurred as a result of such claims. In such event the Village may hold monies due or to become due to the Bidder under this contract, until such claim shall have been discharged or satisfactorily secured as determined by the Village.
- S.** The Contractor shall take out and maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect it and any subcontractor performing work covered by the contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall maintain coverage of the types and in the amounts specified below. Proof of such insurance coverage shall be evidence by submitting a certificate of insurance (naming the Village as additional insured) to the Chief Administrative Officer, Chagrin Falls Village Hall, 21 West Washington Street.

The amounts of such insurance shall be as follows:

<u>Bodily Injury Liability</u>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<u>Property Damage Liability</u>	
Each Accident	\$100,000
Med Pay	\$5,000
<u>General Liability</u>	
Each Occurrence	\$1,000,000
Aggregate Per Project	\$2,000,000
Products Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage	\$50,000
<u>Umbrella Liability Limits</u>	\$3,000,000

Such insurance shall remain in full force and effect during the life of the contract.

- T.** The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority which, in any manner, affect those engaged or employed on the work, or which, in any way, affect the conduct of the work. It shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Village and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees.

The Village of Chagrin Falls is an Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, color, religion, sex, national origin, age or handicap. Minority Business Enterprise, Female Business and Small Business Enterprise shall be afforded full opportunity to submit bids or proposals for this project.

A **Minority Business Enterprise** is a small business that is at least 51% owned and operated by no less than one minority or, in the case of a publicly owned business, at least 51% of the stock of which is owned by no less than one minority and whose management and daily business operations are controlled by at least one minority.

A **Female Business Enterprise** is an enterprise that is at least 51% owned by no less than one woman who controls the firm by exercising the power to make policy decisions and operates the business by being actively involved in day-to-day management.

A **Small Business Enterprise** is independently owned and operated, and meets industry size and receipt requirements for small business per SBA13 CFR 121, Section 3 of the Small Business Act.

If Federal Funding is involved in whole or in part in the payment of goods or services contracted herein, the Contractor, during the performance of its contract, shall comply with Title VI and Title VII of the Civil Rights Act of 1964, 42U.S.C. Section 2000(d), (e) as amended by Executive Order No. 11246 (September 24, 1965), as amended by Executive Order No. 11375 (October 13, 1967).

Even when Federal Funding is not involved, the Contractor, during the performance of its contract, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The Contractor will take appropriate action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

All equipment, materials and installation shall comply with the National Fire Protection Association, "National Fire Codes" and "National Electrical Code." Equipment shall bear the "UL" label as required by these codes.

Contractor shall secure and pay for all permits and certificates of inspection incidental to this work required by foregoing authorities, be responsible for payments to all public utilities for work performed by them in connection with provision of service connections required under this Detail Specifications, and deliver all certificates to Engineer in duplicate.

- U. Invoices will be due monthly after the work is performed, and will be payable within 30 days after presentation, provided all terms of the contract have been fulfilled to the full and complete satisfaction of the Village. All invoices should be mailed to the attention of Chief Administrative Officer. Payments may be made on a basis of estimated partial completion of work or delivery and a percentage of each partial payment withheld by the Village until completion of the contract and a percentage of the final estimate withheld by the Village for a specified period, as a guaranty, if such a procedure is provided for in the special provision section. Should the material supplied or delivered to the Village under this contract fail at any time to meet the specifications required by this contract, then, in such event, the Village may cancel the contract upon written notice to the Bidder. Application for payment shall be made with AIA's forms A702 & A703
- V. The contractor agrees that each individual employed by the Contractor or any subcontractor and engaged in work on the project under this Contract shall be paid the prevailing wage established by the Ohio Department of Commerce Division of Industrial Compliance (www.com.ohio.gov/dico/). This shall occur regardless of any contractual relationship which may be said to exist between the contractor or any Subcontractor and such individual. The Prevailing Wage Determination Schedule for this project is attached to the end of this document. If the Contractor needs a wage determination for any trade not included herein, he shall contact the Owner's Prevailing Wage Coordinator.

- W.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and equipment for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.
- X.** The bidder who is awarded a contract shall not assign, transfer, convey or otherwise dispose of said contract or, its right, title or interest in or to the same, or any part thereof, without previous written consent from the Village, endorsed on or attached to the contract
- Y.** The successful Bidder to whom the contract is awarded shall file the proper forms and remit all municipal income taxes owed, both withheld from the wages of employees and net profits tax for any work performed in the Village of Chagrin Falls to the Regional Income Tax Agency, 10107 Brecksville Road, Brecksville, Ohio 44141-0800 for the Village of Chagrin Falls.
- Z.** In the hiring of common or skilled labor for the performance of any work under this contract or any subcontract or any subcontract hereunder, no contractor or subcontractor or any person acting on their behalf, shall by reason of race, national origin, religion, occupation, physical or mental disability, veteran status, color, age, or sex, discriminate against any citizen of the United States, who's qualified and able to perform the work to which the employment relates. No contractor or subcontractor or any person action on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, national origin, religion, occupation, physical or mental disability, veteran status, color, age, or sex.
- AA.** The instructions to Bidders, the special provision section, and the specifications are part of this contract as effectively as though they proceeded the signatures of the parties. This contract is not valid until accepted and signed by the officials of the Village.
- BB.** AIA General Conditions A201 are applicable to this project

**VILLAGE OF CHAGRIN FALLS
SUPPLEMENTAL & SPECIAL CONDITIONS**

- A.** The bid for the Police And Fire Departments Renovations & Additions Project is to be divided into two parts.
1. **Bid Part One(#1)** work shall be sub-divided into (3) separate categories listed as follows
- a) **Police Department:** Work related to the renovation of the Police Department existing footprint on the first floor, and 50% of the cost associated with the proposed new second floor assembly being installed above its area of work.
 - b) **Fire Department:** Work related to the proposed new second floor Fire Department addition above the Police Station, 50% of the cost associated with the proposed new second floor assembly being installed above the renovated area of the Police Station, and the new roof assembly above the second floor addition.
 - c) **Civil:** Work related to the underground utilities & paving along Masonic Alley
2. **Bid Part Two(#2)** is an add alternate that shall be sub-divided into (2) separate categories listed as follows
- a) **Fire Department:** Work related to the Fire Department's new Apparatus room addition along the building's south elevation and updates made to the existing and proposed new driveways and aprons along the Fire Department's west elevation.
- B.** Should you find discrepancies in or omissions from the drawings or contract documents, or should you be in doubt as to their meaning, notify the Architect of Record and Owner(Village) located at the following addresses:

Architect: **RSA Architects**
Contact 1: Richard Siegfried
Contact 2: Joseph Rakoczy
Address: 10 N. Main Street
City: Chagrin Falls
Phone: (440) 247-3990
Fax: (440) 247-3385
Email 1: rsiegfried@rsaarchitects.com
Email 2: jrakoczy@rsaarchitects.com

Owner: **Village of Chagrin Falls**
Contact: Rob Jamieson
Address: 21 West Washington St.
City: Chagrin Falls
Phone: (440) 247-5050
Email: rjamieson@chagrin-falls.org

- C.** During the course of bid preparation, Alternates for cost reductions may be identified and proposed by bidder. Include any proposal with bid. Alternates may be accepted by the Owner if deemed appropriate and acceptable.
- D.** A pre-bid meeting can be expected to take place Wednesday May 17th at 1pm.
- E.** The Contractor shall verify & identify existing building & site conditions that may affect the proposed scope of work.
- F.** Existing conditions in the drawings are accurate to the best of the Owner's and design team's knowledge but is not guaranteed. By submitting a bid, the Contractor acknowledges that he has visited the site and is aware of all conditions which relate to this project and has addressed them in his bid.
- G.** Upon entering into a contract with the owner, the contractor certifies that he has reviewed the documents, drawings and specifications, and accepts in whole that these documents are complete, and include all required information for the proper execution of the project described therein.
- H.** All bids must be submitted in accordance with the plans and specifications noted thereon. Any and all qualifications, exclusions, alternates, deviations, code requirements, etc., shall be noted on a separate page on the contractor's letterhead with an explanation of and pricing for same, in the same format as the bid itemization breakdown.
- I.** General Contractor shall provide & install all materials, equipment, systems, services, etc. necessary for the building to function entirely as intended by owner, complete in every respect as shown on the contract documents, herein specified or reasonably implied as ready for use unless otherwise noted or otherwise specified.
- J.** General Contractor is responsible for receiving, securing, and providing onsite storage for all owner & contractor supplied items delivered to the site
- K.** It is the responsibility of the general contractor to provide protection of materials, equipment, furniture, finishes, etc provided by the trades from other operations or work performed.

- L.** General Contractor is required to maintain a clean and organized jobsite at all times during the project through occupancy by the Owner(Village of Chagrin Falls). The General Contractor will be required to clean the jobsite at any time the Owner deems the site cleanliness is unacceptable.
- M.** Contractor shall be responsible for providing adequate barricades and/or fencing around the work site that shall be removed at time of project completion.
- N.** It is the responsibility of the contractor to ensure the premises is secured at all times so that only approved personnel can have access to the construction site and existing buildings continuing to be occupied during construction. Coordination with the Police & Fire Department is necessary to ensure the existing portions of the building continuing to be occupied remain secure to their standards.
- O.** The General Contractor is responsible to ensure the safety and protection of their employees, sub-contractors and other persons on the property as it relates to the their operations on site. The safety provisions of applicable laws, building codes, and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded. The contractor shall protect hazards with adequately constructed guard rails or barricades and shall provide adequate lighting as required.
- P.** In no case shall the Owner or Architect be responsible for construction means, methods, techniques, sequences, or procedures for safety precautions or programs in connection with the construction.
- Q.** Contractor shall be responsible for providing temporary restroom facilities for all personnel employed or contracted on the project. They are to be removed at time of project completion.
- R.** Contractor is responsible for all temporary utilities including winter conditions if necessary and shall be removed at completion of project.
- S.** Contractor is responsible to coordinate site utility work with the utility companies providing the associated services. Work is to be scheduled so as to maintain uninterrupted service to the existing occupied buildings on the site. The general contractor is responsible for ensuring the safety of its employees, sub-contractors, and other parties on the site or areas related to such work when outside utility work is being performed. This includes work pertaining to existing utility poles and underground work on the site or street. The contractor shall be responsible for obtaining the appropriate permits to perform work in adjacent streets and right-of-ways.
- T.** Contractor is to work with the Village, Police Department, & Fire Department during construction to ensure continuous uninterrupted service by the Police & Fire Departments to the Village and surrounding communities. The Police & Fire Departments as well as Village Hall are to continue their operation with minimal impact to their services provided. This includes uninterrupted power supply and other utility services to the premises.

- U.** Incurring Costs: This Request for Bids does not commit the Village of Chagrin Falls or the Architect of Record to award a contract or to pay for any cost incurred by successful or unsuccessful bidders in the preparation of a bid.
- V.** Bidder shall include a proposed schedule and include a proposed start date. It should be understood that the Project is expected to begin by mid-spring.
- W.** The Village of Chagrin Falls will pay for the General Building Permit, public improvement bonding, tap and connection fees as required. It is the contractor's responsibility to post insurance with the municipality and obtain the permits before starting work. Any sub code permits are the responsibility of the appropriate trade.
- X.** Contractor must have Certificate of Occupancy prior to the release of retention payment
- Y.** Contractor to record the Notice of Substantial Completion and forward a copy to The Village of Chagrin Falls before final payment.
- Z.** A qualified and competent job superintendent must be on the job site during all periods of work over the course of construction and completion of the punch list. The Village of Chagrin Falls reserves the right to qualify and/or replace the Superintendent.
- AA.** Shop drawings and certificates must be submitted and approved by The Village of Chagrin Falls and Architect of record prior to installation.
- BB.** Contractor to submit a full set of as-built drawings and equipment manuals prior to release of final payment.
- CC.** Contractor is to notify the Owner of any change orders within five (5) days of the occurrence. Pricing for change orders must be submitted for approval within fifteen (15) days of occurrence. Change orders held and submitted at the end of the project will NOT be approved.
- DD.** Final unconditional lien waivers will be required prior to the release of retention.
- EE.** General Contractor is required to satisfy any liens against the building or property within ten (10) working days.
- FF.** General Contractor is required to supply to The Village of Chagrin Falls all insurance requirements prior to the start of construction.
- GG.** General Contractor may not exclude any of the above items from the contract.

VILLAGE OF CHAGRIN FALLS

PROPOSAL CONTRACT

This Agreement, made and entered into in Chagrin Falls, Ohio this _____ day of _____, 20__ by and between the Village of Chagrin Falls ("Village") and _____ ("Contractor") witnesseth: that the said Contractor has agreed and by these presents does agree with the Village for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to provide (or perform, as the case may be) _____, commencing work within _____ (__) days after execution of this Contract with completion of implementation within _____ (__) days, and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract which are attached hereto and made a part hereof as Exhibit "1":

1. Request for proposal for _____.
2. Contract forms and addendums.
3. Contract Bond.
4. Contract Provisions.
5. Contractor's Bid in Response to the Request for Proposal Dated _____, 20__.

The Contractor agrees and understands that the work on this Contract shall be subject to the acceptance of the Village based upon and in accordance with the Contract Specifications.

It is hereby mutually agreed that the owner is to pay and the Contractor is to receive, as full compensation the sum of _____

_____ Dollars
(\$_____) (and add any alternates here).

This Contract shall be in full force and effect from the date of execution by the parties. This Contract shall be governed by and subject to interpretation by the internal laws of the State of Ohio. In the event of any dispute, interpretation or any matter regarding execution and performance of this Agreement shall be litigated exclusively in the State and Federal Courts having jurisdiction in Cuyahoga County, Ohio.

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit

accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of the bond. We further agree that the Owner may reject any or all bids.

By signature below, the undersigned hereby certifies that the undersigned AND MY Insurance Agent have examined the insurance requirements in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured us that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

Submitted by,

Firm, Corporation, Other Form of Entity or
Individual

Telephone Number

Officer's Name and Title (typed)

Fax Number

Street Address

Email Address

City, State, Zip

Federal Tax ID Number

IN WITNESS WHEREOF, the parties hereunto affixed their signature the day and year set forth below.

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

Bidder Acceptance:

_____, a(n) _____ entity

By:

Its: _____

Date of Acceptance: _____

Village Acceptance:

Village of Chagrin Falls, Ohio

By: _____

Mayor

Date of Acceptance: _____

**Accepted as to _____ (add any bid items
accepted or rejected)**

Date of Acceptance: _____

Bid_____

Approved as to Form

Director of Law

Minutes_____

I, David Bloom, Finance Director of the Village of Chagrin Falls, Ohio hereby certify that the funds necessary to pay the obligation of the foregoing contract in this fiscal year have been approved and are unencumbered and are either in the treasury or in the process of collection

_____, 20_____

David B. Bloom, Finance Director
Village of Chagrin Falls

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the quoter: if a Corporation makes the bid, then by its Chief Officer.

STATE OF OHIO.....)

SS

COUNTY OF.....)

_____being first duly sworn, deposes and says
that

_____residing at_____

_____and _____residing
at

_____(is) (are) the only person(s) interested with (him/her)
(them) in the delivery of the materials quoted upon or the services performed under these
specifications; that the said quotation is made without any connection or common interest in the
profits with any other persons making any quotations or proposal for the said work; that the said
contract is on (his/her) (their) part in all respects fair and without collusion or fraud; and also that
no head of any department or any employee therein; or any office of the VILLAGE OF
CHAGRIN FALLS, OHIO has directly or indirectly interested therein.

Signature

Subscribed and sworn to me this_____day of_____,_____.

(Notarial Seal)

Notary Public

CERTIFICATE OF COMPLIANCE
WITH OHIO REVISED CODE SECTION 5719.042

Each bidder is required to comply with O.R.C. Section 5719.042, and in conformance therewith is REQUIRED TO SIGN ONE of the two statements set forth below. Section 5719.042 reads as follows:

“Sec. 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 the bid shall submit to the district’s fiscal officer a statement affirmed under oath that the person with whom the contract is 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 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.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such Statement has been so incorporated as a part thereof.”

****READ AND SIGN ONE OF THE TWO CERTIFICATES
BELOW****

Statement No 1:

The undersigned hereby certifies that he has read the foregoing Ohio Revised Code Sec5719.042 and further certifies under oath that they/he/she WAS NOT CHARGED at the time the bid was submitted WITH ANY DELINQUENT PERSONAL PROPERTY TAXES on the general tax list of personal property in Cuyahoga County, Ohio.

Signature (if signing here, do not sign Statement No. 2)

Statement No 2:

The undersigned hereby certifies that he has read the foregoing Ohio Revised Code Sec. 5819.042 and further certifies under oath that they/he/she WAS CHARGED WITH DELINQUENT PERSONAL PROPERTY TAXES on the general tax list of personal property in Cuyahoga County, Ohio, and that attached hereto is a true and correct statement of the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

Signature (if signing here do not sign Statement No 1)

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF OHIO

COUNTY OF _____, SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to compliance with Section 3517.13 of the Ohio Revised Code:

I am the representative of and have the authority to make certifications for _____, which entity may be or has been

selected as a (Name of Entity)
contractor/consultant/vendor for the Village of Chagrin Falls.

1. None of the following has **individually** made within the previous twenty-four (24) months and, if awarded a contract or contracts for the purchase of goods or services aggregating in excess of \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Mayor or any Village Council member of the Village of Chagrin Falls or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

3. None of the following have **collectively** made since April 4, 2007, and, if awarded a contract or contracts for the purchase of goods or services that aggregate in excess of \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Mayor or any Village Council member of the Village of Chagrin Falls or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature _____

Printed Name: _____

Title: _____

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

Notary Public _____

My Commission Expires: _____

UNRESOLVED FINDINGS FOR RECOVERY

CERTIFICATION

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

do hereby certify that _____ does not have an outstanding
(Company or Individual Name)

unresolved finding for recovery issued by the Auditor of the State of Ohio as defined by

Ohio Revised Code (ORC) Section 9.24 as of _____.

(Current date)

Signature of Officer or Agent

Name (Print)

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

(Notary Public)

INFORMATION SHEET

The bid document is not intended to limit bids to one or several vendors. Therefore, bidders are encouraged to submit bids based upon their product's design. Wherever such product does not comply with the bid specifications, the points of difference must be listed herein below.

The Point of Difference where the bid proposal does not comply with the specifications are listed as follows:

INFORMATION SHOWING QUALIFICATION OF BIDDER

The undersigned states that the names and addresses of persons interested as principal in this proposal are as follows: (write first and last name in full). If partnership, limited liability company, or corporation, give the names and address of all partners, managers and officers.

The bidders also state on the line below, if a corporation, or limited liability company the name of state in which incorporated and the date of said corporation.

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States. (Give full name and address)

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him/her/them.

Facilities: That he/she or they own and have available for immediate use on the proposed work the following plant and equipment:

INFORMATION SHOWING QUALIFICATION OF BIDDER (Continued)

References: That he/she or they have performed the following work (give company name, address of client, contact name and telephone number):

Financial Resources: That information relative to his/her or their financial resources can and may be obtained from the following (give name, business and address):

DISCLOSURE OF SUBCONTRACTORS

The Village of Chagrin Falls encourages Minority Business Enterprises, Female Business Enterprises and Small Business Enterprises participation as subcontractors. All bidders are encouraged to make a good faith effort to solicit and include MBE/FBE/SBE subcontractors. All bidders are required to disclose with their bid proposal the names of all subcontractors to be used on this project; a description of the services, supplies and materials to be provided by the subcontractor; and the dollar amount to be subcontracted. It is also required that any change in this information be communicated immediately to the Engineer for the Village of Chagrin Falls.

Subcontractor Information: (Make copies of this form as needed)

(Name)

(Address)

(Phone)

(City, State, Zip)

Work to be performed/supplies/and or materials to be furnished:

Dollar Amount of work listed above: \$_____

Please indicate if Subcontractor is:

MBE:

FBE:

SBE:

Not Applicable:

Please list the agency(ies) that issued the Certification:

Signature of Bidder:

Bidder; _____
(in ink)
Title _____

FINANCIAL CERTIFICATION

I, David Bloom, Finance Director of the Village of Chagrin Falls, Ohio hereby certify that the funds necessary to pay the obligation of the foregoing contract in this fiscal year have been appropriated and are unencumbered and are either in the treasury or in the process of collection.

_____, 20____

David B. Bloom, Finance Director
Village of Chagrin Falls

BID GUARANTEE

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____ as principal and _____ as sureties, are hereby held and firmly bound unto _____ as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ day of _____, 20____ to undertake the project known as _____. 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 bids 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 (\$_____). 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.

Note: If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.

Signed this _____ day of _____, 2017. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named principal has submitted a bid for _____.

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 per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent 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;

Now also, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, 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 the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Principal

Surety

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto _____ in the penal sum of _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ____ day of _____, 2017.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, 2017, enter into a contract with _____, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, 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 the benefit of any material supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Principal

Surety

PREVAILING WAGES

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this Contract shall be paid the prevailing wage established by the Ohio Department of Commerce Division of Industrial Compliance (www.com.ohio.gov/dico/). This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The Prevailing Wage Determination Schedule for this project is attached. If the Contractor needs a wage determination for any trade not included herein, he shall contact the Owner's Prevailing Wage Coordinator.

Prevailing Wage Determination Cover Letter

County:
 Determination Date: 03/12/2018
 Expiration Date: 06/12/2018

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to

that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.”

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)

wh1500

PREVAILING WAGE THRESHOLD LEVELS

IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

“New” construction threshold for <i>Building Construction</i>:	\$250,000
---	------------------

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:	\$75,000
---	-----------------

As of January 1, 2018:

“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$91,150
---	-----------------

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$27,309
---	-----------------

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov



Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration
6606 Tussing Road - PO Box 4009
Reynoldsburg, OH 43068-9009
Phone 614-644-2239 | Fax 614-728-8639
TTY/TDD 800-750-0750
www.com.ohio.gov

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John R. Kasich, Governor
Andre T. Porter, Director

PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$84,314 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$25,261 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.

2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
1. Time cards, time sheets, daily work records, etc.
 2. Payroll ledger/journals and canceled checks/check register.
 3. Fringe benefit records must include program, address, account number, & canceled checks.
 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**
- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
1. Employees' names, addresses, and social security numbers.
 - (a) Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 2. Employees' work classification.
 - (a) Be specific about the laborers and/or operators (Group)
 - (b) For all apprentices, show level/year and percent of journeyman's rate
 3. Hours worked on the project for each employee.

- (a) The number of hours worked in each day and the total number of hours worked each week.
 - 4. Hourly rate for each employee.
 - (a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - (b) All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - (a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - (b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
 - 6. Gross amount earned on all projects during the pay period.
 - 7. Total deductions from employee's wages.
 - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



INDUSTRIAL COMPLIANCE

SECTIONS

RESOURCES

CONTACT US

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory, employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll # : Indicates first, second, third, etc. payroll filed by the company for the project. Page indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours : Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
 - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
 - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
 - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

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CONTACT US

Division of Industrial Compliance & Labor
6606 Tussing Road
Reynoldsburg, OH 43068

Phone 614.644.2223
Fax 614.644.2618
Email IC@com.state.oh.us

Webmaster
Contact the Webmaster for Questions
or Comments on the Website:
webmaster@com.state.oh.us

CONNECT WITH US**LOOKUP SERVICES**

Registered Contractor List
Boiler Information Database
Building Code Compliance Electronic Plan
Submission
Board Of Building Appeals Case Lookup
Elevator Database Lookup

RESOURCES

Federal Wage and Hour
U.S. Consumer Product Safety
Commission
National Electric, Fire Alarm and Sprinkler
Codes
2015 Minimum Wage Poster
Minor Labor Law Poster
2012 Minimum Wage Information

**ABOUT INDUSTRIAL
COMPLIANCE**

Director Jacqueline T. Williams
Superintendent Shannon Himes

Ohio.gov

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