



OFFICE OF THE UNIVERSITY ARCHITECT

SUBCONTRACTOR/SUPPLIER DECLARATION PROCEDURE IN OAKSCI

The Prime Contractor must declare each of the subcontractors and material suppliers within 10 business days of the Notice to Proceed.

All Subcontractor/Supplier Declarations must be approved and have a Complete status before a Schedule of Values can be submitted.

Step One: Scan & Upload Documents needed for Subcontractor/Supplier Declaration.

- Required documents for Subcontractors:
 - Ohio BWC-approved Drug Free Workplace Program (also known as DFWP)
 - Payroll Schedule
 - If they are EDGE certified, upload Equal Opportunity Department issued EDGE certificate
 - EDGE Affidavit Form (provided by Kent State University)
 - Proof of license for plumbing, electrical, hydronics, refrigeration, heating, ventilating, and air conditioning
 - State of Ohio Subcontract Form (for GC, CMR or DB project)

- Required documents for Materials Suppliers:
 - If they are EDGE certified, upload Equal Opportunity Department issued EDGE certificate
 - EDGE Affidavit Form (provided by Kent State University)

Step Two: Go to Logs – Subcontractor/Supplier Declaration and pick New.

- You will need to complete one of these applications for EACH subcontractor and material supplier.

NOTE: If your subcontractor or material supplier is using a subcontractor or material supplier, you must also claim them on your list.

Step Three: Fill in the General Form section.

- In the Title section, enter the full company name of the subcontractor or material supplier.
- At the Contract Name, click on Select and choose the name of your company.

General

Subcontractor/Supplier Declaration

General

NOTE: Only select either Contract Name or Professional Services Agreement Name

Organization: Kent State University

Project Number: OCI-090002

Project Name: KSU Projects Test

Project Location: KSU

Title: *

Contract Name: Select... *

Record Number:

Creation Date:

Creator: KSU Student1

Status:

Contractor Name:

Professional Services Agreement Name:

Step Four: Completely fill in the Declaration Information section.

- Hit the arrow at Type, and choose if it is a material supplier, subcontractor or consultant.

Declaration Information

Type: -Select- *

Subcontractor/Supplier: *

Federal Tax ID: *

Primary Officer 1: *

Address Line 1: *

Address Line 2: *

City: *

State: -Select- *

ZIP: *

Contact Person: *

Phone No.: *

Fax No.: *

E-mail Address: *

Tier 1: No

Subcontracted by: Contractor Name

Fill in all information in this section. No line can be

If not a Tier 1 contractor, mark as NO. Type in company who hired this subcontractor or supplier.

- If this is NOT a Tier 1 subcontractor, then from the drop down, pick NO.
- Type in the name of the contractor who hired this subcontractor or supplier. Do this for all Tier 2, 3, etc. subcontractors and suppliers.

Step Five: Fill in the Additional Details section.

- Again, **ALL lines with red asterisks MUST be filled in.**

- The subcontractor/supplier amount must be equal or greater to what you declared in your bid, especially if they are being claimed as EDGE.

Additional Details

Subcontractor/P.O. Date:	<input type="text"/>	DFWP Enrolled:	<input type="text" value="-Select-"/>
Subcontractor/P.O. Amount \$:	<input type="text"/>	EDGE Certified Sub?:	<input type="text" value="-Select-"/>
Services/Material Brands:	<input type="text"/>	<div style="border: 1px solid blue; border-radius: 10px; padding: 5px; display: inline-block;"> Be sure to fill in all lines in this section. </div>	
Skilled Trade License No.:	<input type="text"/>		

Step Six: Upload and attach all required supporting documents to the record.

- Ohio BWC-approved Drug Free Workplace Program (also known as DFWP)
- Completed Payroll Schedule form
- EDGE Certificate, if an EDGE certified business
- EDGE Affidavit Form (provided by Kent State University)
- Skilled Trade License, if applicable

Step Seven: Workflow Action is Submit and Send.

- It will go to the Associate for Associate Declaration Review.

NOTE: Once it goes to Associate for review, they have TWO business days to check for completeness and compliance with the contract documents.

Step Eight: Associate will Accept the task.

- Reviews the information, making sure that all documentation is attached and all line items are filled in completely.
- If required information is missing or incomplete, the Associate will Return for Clarification back to the Contractor.

Step Nine: If all information is acceptable by the Associate, Workflow Action is Recommend Approval, then Send.

- The information will go to the Project Manager for Declaration Approval.

NOTE: The Project Manager has THREE business days to check for completeness and compliance with with Contract Documents.

Step Ten: Project Manager will Accept the task.

- Reviews the information and verifies all documentation is attached and all lines are completely filled in.

Step Eleven: If all information is acceptable by the Project Manager, Workflow Action is Recommend Approval, then Send.

- It will go to the Prevailing Wage Coordinator for Declaration Validation.

NOTE: The Prevailing Wage Coordinator has THREE business days to check for completeness and compliance with Contract Documents.

Step Twelve: The Prevailing Wage Coordinator will Accept the Task.

- The Prevailing Wage Coordinator will validate the Subcontractor/Supplier Drug Free Workplace Environment enrollment, and EDGE status.

Step Thirteen: If all information is acceptable by the Prevailing Wage Coordinator, Workflow Action is Validated, then Send.

- This will send the record to End and show as complete.
- The Prevailing Wage Coordinator will copy the Prime Contractor to notify them that each Subcontractor/Supplier has been approved.

Once all of the Subcontractors/Suppliers have been sent to Complete, the contractor can create his Schedule of Values.

Subcontractor and Material Supplier Declaration

Suite 101 Harbourt Hall • 615 Loop Road • P.O. Box 5190 • Kent, Ohio 44242-0001
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OFFICE OF THE
UNIVERSITY ARCHITECT

The intent of this form is to confirm the companies submitted have been reviewed, appear to be Responsible, and are proposing to provide the services/material goods listed in compliance with the Contract Documents. **If the Project is administered using OAKS CI, use this form to gather information, and then enter it into the OAKS CI "Subcontractor Supplier Declaration" business process in lieu of this paper form.**

Instructions

1. Kent State University (KSU-OUA) Initial Responsibilities:

- Complete Contractor Information section at top of the form.
- Complete Project Information section at top of the form.
- Issue to the Contractor via CD-ROM mailing.

2. Contractor Responsibilities:

- Use the form provided by KSU-OUA as a master for the project. Creation of additional pages electronically or by photocopying is permitted. **(Put cursor over each grey block and then type to fill in your information).**
- Complete all required information for each Subcontractor and Material Supplier. (Attach additional sheets as necessary.) Lower tier Subcontractors who may provide on-site labor must be identified as Subcontractors.
- Check company type as a Subcontractor, Material Supplier or Consultant.
- Enter company name, address, phone number, fax number, Federal Tax I.D. Number and e-mail address.
- Indicate the primary company officer (President, Owner) and contact person.
- Attach the completed "State of Ohio Subcontract Form" with Exhibits for each Subcontractor.**
- Enter the date and amount of the Subcontract and/or Purchase Order.
- Enter a brief description of the type of work to be performed by the Subcontractor. Enter a brief description of the services/material brands being supplied by the company. Attach additional sheets as necessary.
- Enter the Subcontractor's Skilled Trades License Number and **attach a copy of their unexpired Skilled Trades License.**
- Attach Subcontractor's completed "Payroll Schedule" form.**
- Complete "DFSP Enrolled" section. Contractors, Subcontractors and Material Suppliers providing labor on a state construction project site must be enrolled in the OBWC Drug-Free Safety Program (DFSP) or BWC-approved DFSP prior to performing work on the site. Submit supporting documentation demonstrating approval status for an OBWC-approved DFSP. **Attach to this form proof of enrollment of all Subcontractors and Material Suppliers providing labor on the project.** Print out results via the OBWC Web site: <https://www.bwc.ohio.gov/employer/services/StateContract/nlbwc/StateContract1.aspx>
- Enter the OBWC-approved DFSP policy number.

- Complete "EDGE Status" section. See the EDGE Web site for any questions at www.EDGE.ohio.gov: **Attach to this form their EDGE Certificate and completed EDGE Affidavit.**

Certified = EDGE-certified by Equal Opportunity Division (EOD).

Pending = EDGE application submitted to EOD and waiting for response.

Mentor = Special category of participation within the EDGE program.

Protégé = Special category of participation within the EDGE program.

- Certify form by signing in the space provided and e-mail or fax to the A/E, and KSU-OUA for review.

3. A/E Review:

- Review form in collaboration with CM if applicable, and KSU-OUA.
- When consensus is reached, sign in the space provided and e-mail or fax the form to KSU-OUA or CM if applicable.

4. CM Review, if applicable:

- Review form in collaboration with the A/E and KSU-OUA.
- When consensus is reached, receive the form from the A/E, sign in the space provided, and e-mail or fax the form to KSU-OUA.
- The CM must sign the same form the A/E has signed.

5. KSU-OUA Approval:

- Verify all supporting documentation has been provided and is accurate.
- Complete "For KSU-OUA Use Only" section in the order indicated below
 - Determine status of companies listed on each sheet received.
 - When one or more companies require "Extended Review": mark company status for each, and then go to C2.
 - When one or more companies are rejected: mark company status for each, and then go to C3.
 - When all companies are approved: mark company status for each, and then go to C4.
 - Forward a copy of the annotated form to the Contractor as its notice of the Extended Review; then, proceed to perform and complete the Extended Review. When completed, mark form as appropriate, and process per C1b or C1c.
 - Prepare written documentation of basis for rejection and insert it into the project file, and if appropriate, insert a copy into the "responsibility review file" for the particular company; and then go to C4.
 - Forward a copy of the annotated form to the A/E, Contractor, and CM if applicable. Insert the original form into the "Project file."

Subcontractor and Material Supplier Declaration



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**OFFICE OF THE
UNIVERSITY ARCHITECT**

Contractor Information		Project Information		Sheet ¹ _____ of _____
Company Name _____	Address _____	Project No. _____	Project Location _____	
City, State, Zip _____	Federal Tax I.D. No. _____ ; Phone: () - _____	Kent State University	Campus _____	
		Project Name _____	Type of Contract _____	
		General Contract - 01		

	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Material Supplier <input type="checkbox"/> Consultant <i>(check one)</i>	<input type="checkbox"/> Subcontractor or <input type="checkbox"/> Supplier to this Company? Declare Third-Tier Company information below:
Company Name		
Street Address		
City/State/Zip		
Telephone No.	() -	() -
Fax No.	() -	() -
Federal Tax I.D. No.		
E-mail Address		
Primary Officer		
Contact Person		
Subcontractor/Supplier + attach SoO Subcontract Form/Exhibits	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Subcontract or Date of Purchase Order		
Amount of the Subcontract or PO Value \$	\$	\$
Services/Material Brands ¹		
Subcontractor Skilled Trades License No. + attach State License		
Payroll Schedule attached? + attach Payroll Schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No (when supplying labor on site)	<input type="checkbox"/> Yes <input type="checkbox"/> No (when supplying labor on site)
OBWC-approved DFSP in Good Standing + with OBWC proof	<input type="checkbox"/> Yes <input type="checkbox"/> No (when supplying labor on site)	<input type="checkbox"/> Yes <input type="checkbox"/> No (when supplying labor on site)
OBWC-approved DFSP Policy No.		
EDGE Status ² + attach EDGE Certificate and EDGE Affidavit	<input type="checkbox"/> Certified <input type="checkbox"/> Pending <input type="checkbox"/> Mentor <input type="checkbox"/> Protégé	<input type="checkbox"/> Certified <input type="checkbox"/> Pending <input type="checkbox"/> Mentor <input type="checkbox"/> Protégé
For KSU-OUA Use Only	<input type="checkbox"/> Approved <input type="checkbox"/> Extended Review <input type="checkbox"/> Rejected	<input type="checkbox"/> Approved <input type="checkbox"/> Extended Review <input type="checkbox"/> Rejected

Contractor Certification Prime Contractor certifies that the information above is true and complete.	Project Architect/Engineer Review Project A/E has reviewed the information above and finds it in compliance with the Contract Documents as shown or as noted.	KSU-OUA Project Manager Review KSU-OUA Project Manager has reviewed the information above and finds it in compliance with the Contract Documents as shown or as noted.	Associate Director KSU-OUA Approval Subcontractors and Material Suppliers are accepted, as shown or as noted, for use on this project subject to revocation for cause.
_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Signature	_____ Date	_____ Signature	_____ Date

If the Project is being administered using OAKS CI, then use this form to gather all required information first, and then enter it into the OAKS CI "Subcontractor Supplier Declaration" business process in lieu of this paper form.

State of Ohio Subcontract Form
State of Ohio Standard Requirements
for Public Facility Construction



This Agreement is made as of the date set forth below between the Contractor and the Subcontractor in connection with the Project.

Project Number: KSU-**<insert number>**
Project Name: **<insert name>**
Site Address: Kent State University, **<Campus>** Campus, in **<County>** County
<insert building name>
<insert street address>
<insert city, Ohio ZIP Code>

Contractor: **<insert name>**
Contractor's Principal Contact: **<insert name>**
Address: **<insert street address>**
<insert city, state zip code>

Subcontractor: **<insert name>**
Subcontractor's Principal Contact: **<insert name>**
Address: **<insert street address>**
<insert city, state zip code>

Public Authority: **Kent State University Office of the University Architect**
Public Authority Contact: **<insert name>**
Address: Suite 101 Harbour Hall, 615 Loop Road, P. O. Box 5190
Kent, Ohio 44242-0001

ARTICLE 1 - NATURE OF SUBCONTRACT

1.1 The Subcontractor shall perform the entire Subcontract Work as specified in **Exhibit <N>** and described in the Contract Documents for the Project:

ARTICLE 2 - COMPENSATION

2.1 The Contractor agrees to pay for the performance of this Subcontract, subject to additions and deductions as provided in the Contract Documents, the Subcontract Sum of **<insert Subcontract Sum (\$N.NN)>**, comprised of the following:

<insert Subcontract Sum component> **\$<insert amount>**
<insert Subcontract Sum component> **\$<insert amount>**
<insert Subcontract Sum component> **\$<insert amount>**
<insert Subcontract Sum component> **\$<insert amount>**

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Time is of the essence. The Subcontractor shall diligently prosecute and complete all Subcontract Work in accordance with the construction progress schedule agreed between the parties.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 To the extent that the contract between the Public Authority and the Contractor applies to the Subcontract Work:

4.1.1 The Contractor and the Subcontractor agree to be mutually bound by the terms of the Contract Documents;

4.1.2 The Contractor assumes toward the Subcontractor the rights, remedies, obligations, and responsibilities that the Public Authority has and assumes toward the Contractor;

4.1.3 The Subcontractor assumes toward the Contractor the rights, remedies, obligations, and responsibilities that the Contractor assumes toward the Public Authority; and

4.1.4 The Subcontractor agrees to perform its portion of the Work in accordance with the Contract Documents.

4.2 The Subcontract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Subcontract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Subcontract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Subcontract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Subcontract shall be binding on the Contractor and Subcontractor, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Subcontractor may not assign the Subcontract without the prior written consent of the Contractor and the Public Authority.

ARTICLE 5 - EFFECTIVENESS

5.1 The Subcontract shall become binding and effective upon execution by the Contractor.

5.2 This Subcontract has been executed in several counterparts, each of which shall constitute a complete original Subcontract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.3 Any signatory may deliver a copy of its counterpart signature page to this Subcontract via fax or e-mail. Each signatory shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 6 - REPRESENTATIONS

6.1 Contingent Assignment. The Contractor's contingent assignment of this Subcontract to the Public Authority, as provided in the Contract, is effective after termination of the Contractor by the Public Authority and the Public Authority's acceptance of the assignment in writing to the Subcontractor. The Subcontractor consents to the assignment and shall be bound at the same price and terms as in the Subcontract to the Public Authority. Unless the Public Authority takes assignment of the Subcontract, the Subcontractor will not have any contractual rights against the Public Authority.

6.2 Intended Third-Party Beneficiary. The Public Authority is an intended third party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.

6.3 Insurance. The Subcontractor shall maintain insurance in accordance with the Contract Documents. **Exhibit <insert A, B, C, or D and also document below in Article 6.13>** sets forth the minimum limits of liability for the insurance required in the Contract Documents.

6.4 Right to Audit. The Subcontractor agrees that the Public Authority or any agents designated by the Public Authority have access to and the right to audit and the right to copy at the Public Authority's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work for a period of not less than 3 years following completion of the Work consistent with Ohio Revised Code ("ORC") Section 149.43 with regard to the Public Authority's obligation to maintain confidentiality of trade secrets.

6.5 Indemnity. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Public Authority, the Contractor, their consultants and employees from all claims and expenses for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent acts or omissions of the Subcontractor or a person or entity for whom the Subcontractor may be liable. This Subcontract does not require a Subcontractor to waive its immunity under the Workers Compensation laws of Ohio from claims brought against the Subcontractor by the Subcontractor's employees.

6.6 Prompt Pay. The Contractor shall at a minimum make payments to the Subcontractor in accordance with Applicable Law, including ORC Section 4113.61. Progress payments to the Subcontractor for satisfactory performance of Subcontract Work shall be made no later than 10 days after receipt by the Contractor of payment from the Public Authority for Subcontract Work.

6.7 Retainage. Subcontractor retainage shall be at a rate equal to the percentage retained from the Contractor's payment by the Public Authority for the Subcontract Work, unless a lesser percentage is otherwise specified.

6.7.1 Labor Payments.

6.7.1.1 Partial payments to the Subcontractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.

6.7.1.2 After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

6.7.2 Material Payments.

6.7.2.1 The Contractor shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

6.7.2.2 The Contractor shall pay the Subcontractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Subcontractor provides the following information with its request for payment:

- .1 a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and
- .2 a certification of materials stored off-site, prepared by the Subcontractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Subcontractor shall reimburse the A/E, through the Contractor, for all costs incurred to visit a storage site, other than the areas adjacent to the Project.
- .3 The Contractor shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

6.8 Warranty. The Subcontractor fully warrants, for the benefit of the Public Authority, that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defective workmanship or materials.

6.9 Non Waiver of Lien Rights or Payment Bond Rights. This Subcontract shall not prohibit a Subcontractor from exercising its rights under ORC Chapter 1311 or under any Contractor-provided payment bond.

6.10 Non-Discrimination. The Subcontractor agrees to fully comply with Applicable Law regarding equal opportunity, including ORC Section 153.59 and, to the extent applicable, all Executive Orders issued by the Governor of the state of Ohio.

6.11 Dispute Resolution. The supplemental conditions to this Subcontract shall provide for a dispute resolution process comparable to the Contract’s dispute resolution process in terms of timing, notice, substantiation, and informal dispute resolution efforts. The dispute resolution process provided in the supplemental conditions shall result in prompt access to the ultimate dispute resolution mechanism selected by the parties.

6.12 In the event that any supplemental conditions or other Subcontract terms conflict with the **State of Ohio Subcontract Form**, the **State of Ohio Subcontract Form** takes precedence and this Subcontract shall be read and enforced to include the provisions of the **State of Ohio Subcontract Form**.

6.13 The following exhibits are attached to and are a part of this Subcontract:

6.13.1 Exhibit A: «insert title of this Exhibit and attach to the Subcontract Form»

6.13.1 Exhibit B: «insert title of this Exhibit and attach to the Subcontract Form»

6.13.2 Exhibit C: «insert title of this Exhibit and attach to the Subcontract Form»

6.13.3 Exhibit D: «insert title of this Exhibit and attach to the Subcontract Form»

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Subcontract Form.

SUBCONTRACTOR

CONTRACTOR

«INSERT SUBCONTRACTOR’S NAME»

«INSERT CONTRACTOR’S NAME»

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

END OF DOCUMENT

State of Ohio Subcontract Form
State of Ohio Standard Requirements
for Public Facility Construction



This Agreement is made as of the date set forth below between the Construction Manager and the Subcontractor in connection with the Project.

Project Number: KSU-**<insert number>**
Project Name: **<insert name>**
Site Address: Kent State University **<Campus>** Campus, in **<County>** County
<insert building name>
<insert street address>
<insert city, Ohio ZIP Code>

Construction Manager (“CM”): **<insert name>**
CM’s Principal Contact: **<insert name>**
Address: **<insert street address>**
<insert city, state zip code>

Subcontractor: **<insert name>**
Subcontractor’s Principal Contact: **<insert name>**
Address: **<insert street address>**
<insert city, state zip code>

Public Authority: **Kent State University Office of the University Architect**
Public Authority Contact: **<insert name>**
Address: Suite 101 Harbour Hall, 615 Loop Road, P. O. Box 5190
Kent, Ohio 44242-0001

ARTICLE 1 - NATURE OF SUBCONTRACT

1.1 The Subcontractor shall perform the entire Subcontract Work as specified in **Exhibit <insert A, B, C, or D and also document below in Article 6.13>** and described in the Contract Documents for the Project:

ARTICLE 2 - COMPENSATION

2.1 The Construction Manager agrees to pay for the performance of this Subcontract, subject to additions and deductions as provided in the Contract Documents, the Subcontract Sum of **<insert Subcontract Sum (\$N.NN)>**, comprised of the following:

- <insert Subcontract Sum component>** **\$<insert amount>**
- <insert Subcontract Sum component>** **\$<insert amount>**
- <insert Subcontract Sum component>** **\$<insert amount>**
- <insert Subcontract Sum component>** **\$<insert amount>**

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Time is of the essence. The Subcontractor shall diligently prosecute and complete all Subcontract Work in accordance with the construction progress schedule agreed between the parties.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 To the extent that the contract between the Public Authority and the CM applies to the Subcontract Work:

4.1.1 The CM and the Subcontractor agree to be mutually bound by the terms of the Contract Documents;

4.1.2 The CM assumes toward the Subcontractor the rights, remedies, obligations, and responsibilities that the Public Authority has and assumes toward the CM;

4.1.3 The Subcontractor assumes toward the CM the rights, remedies, obligations, and responsibilities that the CM assumes toward the Public Authority; and

4.1.4 The Subcontractor agrees to perform its portion of the Work in accordance with the Contract Documents.

4.2 The Subcontract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Subcontract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Subcontract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Subcontract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Subcontract shall be binding on the CM and Subcontractor, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Subcontractor may not assign the Subcontract without the prior written consent of the CM and the Public Authority.

ARTICLE 5 - EFFECTIVENESS

5.1 The Subcontract shall become binding and effective upon execution by the CM.

5.2 This Subcontract has been executed in several counterparts, each of which shall constitute a complete original Subcontract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.3 Any signatory may deliver a copy of its counterpart signature page to this Subcontract via fax or e-mail. Each signatory shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 6 - REPRESENTATIONS

6.1 Contingent Assignment. The CM's contingent assignment of this Subcontract to the Public Authority, as provided in the Contract, is effective after termination of the CM by the Public Authority and the Public Authority's acceptance of the assignment in writing to the Subcontractor. The Subcontractor consents to the assignment and shall be bound at the same price and terms as in the Subcontract to the Public Authority. Unless the Public Authority takes assignment of the Subcontract, the Subcontractor will not have any contractual rights against the Public Authority.

6.2 Intended Third-Party Beneficiary. The Public Authority is an intended third party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.

6.3 Insurance. The Subcontractor shall maintain insurance in accordance with the Contract Documents. **Exhibit <insert A, B, C, or D and also document below in Article 6.13>** sets forth the minimum limits of liability for the insurance required in the Contract Documents.

6.4 Right to Audit. The Subcontractor agrees that the Public Authority or any agents designated by the Public Authority have access to and the right to audit and the right to copy at the Public Authority's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase

orders, and memoranda relating to the Work for a period of not less than 3 years following completion of the Work consistent with Ohio Revised Code (“ORC”) Section 149.43 with regard to the Public Authority’s obligation to maintain confidentiality of trade secrets.

6.5 Indemnity. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Public Authority, the CM, their consultants and employees from all claims and expenses for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys’ fees, costs and expenses, but only to the extent caused by the negligent acts or omissions of the Subcontractor or a person or entity for whom the Subcontractor may be liable. This Subcontract does not require a Subcontractor to waive its immunity under the Workers Compensation laws of Ohio from claims brought against the Subcontractor by the Subcontractor’s employees.

6.6 Prompt Pay. The CM shall at a minimum make payments to the Subcontractor in accordance with Applicable Law, including ORC Section 4113.61. Progress payments to the Subcontractor for satisfactory performance of Subcontract Work shall be made no later than 10 days after receipt by the CM of payment from the Public Authority for Subcontract Work.

6.7 Retainage. Subcontractor retainage shall be at a rate equal to the percentage retained from the CM’s payment by the Public Authority for the Subcontract Work, unless a lesser percentage is otherwise specified.

6.7.1 Labor Payments.

6.7.1.1 Partial payments to the Subcontractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor’s request for payment that shows the Work of the Subcontractor is 50 percent complete.

6.7.1.2 After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

6.7.2 Material Payments.

6.7.2.1 The CM shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

6.7.2.2 The CM shall pay the Subcontractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Subcontractor provides the following information with its request for payment:

- .1 a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and
- .2 a certification of materials stored off-site, prepared by the Subcontractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Subcontractor shall reimburse the A/E, through the CM, for all costs incurred to visit a storage site, other than the areas adjacent to the Project.
- .3 The CM shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

6.8 Warranty. The Subcontractor fully warrants, for the benefit of the Public Authority, that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defective workmanship or materials.

6.9 Non Waiver of Lien Rights or Payment Bond Rights. This Subcontract shall not prohibit a Subcontractor from exercising its rights under ORC Chapter 1311 or under any CM-provided payment bond.

6.10 Non-Discrimination. The Subcontractor agrees to fully comply with Applicable Law regarding equal opportunity, including ORC Section 153.59 and, to the extent applicable, all Executive Orders issued by the Governor of the state of Ohio.

6.11 Dispute Resolution. The supplemental conditions to this Subcontract shall provide for a dispute resolution process comparable to the Contract’s dispute resolution process in terms of timing, notice, substantiation, and informal dispute resolution efforts. The dispute resolution process provided in the supplemental conditions shall result in prompt access to the ultimate dispute resolution mechanism selected by the parties.

6.12 In the event that any supplemental conditions or other Subcontract terms conflict with the **State of Ohio Subcontract Form**, the **State of Ohio Subcontract Form** takes precedence and this Subcontract shall be read and enforced to include the provisions of the **State of Ohio Subcontract Form**.

6.13 The following exhibits are attached to and are a part of this Subcontract:

6.13.1 Exhibit A: «insert title of this Exhibit and attach to the Subcontract Form»

6.13.1 Exhibit B: «insert title of this Exhibit and attach to the Subcontract Form»

6.13.2 Exhibit C: «insert title of this Exhibit and attach to the Subcontract Form»

6.13.3 Exhibit D: «insert title of this Exhibit and attach to the Subcontract Form»

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Subcontract Form.

SUBCONTRACTOR

CONSTRUCTION MANAGER

«INSERT SUBCONTRACTOR’S NAME»

«INSERT CONSTRUCTION MANAGER»

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

END OF DOCUMENT

State of Ohio Subcontract Form
State of Ohio Standard Requirements
for Public Facility Construction



This Agreement is made as of the date set forth below between the Design-Builder and the Subcontractor in connection with the Project.

Project Number: KSU-**<insert number>**
Project Name: **<insert name>**
Site Address: Kent State University **<at Campus>** Campus, in **<County>** County
<insert building name>
<insert street address>
<insert city, Ohio ZIP Code>

Design-Builder (“DB”): **<insert name>**
Design-Builder’s Principal Contact: **<insert name>**
Address: **<insert street address>**
<insert city, state zip code>

Subcontractor: **<insert name>**
Subcontractor’s Principal Contact: **<insert name>**
Address: **<insert street address>**
<insert city, state zip code>

Public Authority: **Kent State University Office of the University Architect**
Public Authority Contact: **<insert name>**
Address: Suite 101 Harbour Hall, 615 Loop Road, P. O. Box 5190
Kent, Ohio 44242-0001

ARTICLE 1 - NATURE OF SUBCONTRACT

1.1 The Subcontractor shall perform the entire Subcontract Work as specified in **Exhibit <insert A, B, C, or D and also document below in Article 6.13>** and described in the Contract Documents for the Project:

ARTICLE 2 - COMPENSATION

2.1 The DB agrees to pay for the performance of this Subcontract, subject to additions and deductions as provided in the Contract Documents, the Subcontract Sum of **<insert Subcontract Sum (\$N.NN)>**, comprised of the following:

<insert Subcontract Sum component> **\$<insert amount>**
<insert Subcontract Sum component> **\$<insert amount>**
<insert Subcontract Sum component> **\$<insert amount>**
<insert Subcontract Sum component> **\$<insert amount>**

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Time is of the essence. The Subcontractor shall diligently prosecute and complete all Subcontract Work in accordance with the construction progress schedule agreed between the parties.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 To the extent that the contract between the Public Authority and the DB applies to the Subcontract Work:

4.1.1 The DB and the Subcontractor agree to be mutually bound by the terms of the Contract Documents;

4.1.2 The DB assumes toward the Subcontractor the rights, remedies, obligations, and responsibilities that the Public Authority has and assumes toward the DB;

4.1.3 The Subcontractor assumes toward the DB the rights, remedies, obligations, and responsibilities that the DB assumes toward the Public Authority; and

4.1.4 The Subcontractor agrees to perform its portion of the Work in accordance with the Contract Documents.

4.2 The Subcontract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Subcontract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Subcontract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Subcontract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Subcontract shall be binding on the DB and Subcontractor, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Subcontractor may not assign the Subcontract without the prior written consent of the DB and the Public Authority.

ARTICLE 5 - EFFECTIVENESS

5.1 The Subcontract shall become binding and effective upon execution by the DB.

5.2 This Subcontract has been executed in several counterparts, each of which shall constitute a complete original Subcontract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.3 Any signatory may deliver a copy of its counterpart signature page to this Subcontract via fax or e-mail. Each signatory shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 6 - REPRESENTATIONS

6.1 Contingent Assignment. The DB's contingent assignment of this Subcontract to the Public Authority, as provided in the Contract, is effective after termination of the DB by the Public Authority and the Public Authority's acceptance of the assignment in writing to the Subcontractor. The Subcontractor consents to the assignment and shall be bound at the same price and terms as in the Subcontract to the Public Authority. Unless the Public Authority takes assignment of the Subcontract, the Subcontractor will not have any contractual rights against the Public Authority.

6.2 Intended Third-Party Beneficiary. The Public Authority is an intended third party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.

6.3 Insurance. The Subcontractor shall maintain insurance in accordance with the Contract Documents. **Exhibit <insert A, B, C, or D and also document below in Article 6.13>** sets forth the minimum limits of liability for the insurance required in the Contract Documents.

6.4 Right to Audit. The Subcontractor agrees that the Public Authority or any agents designated by the Public Authority have access to and the right to audit and the right to copy at the Public Authority's cost all of the

Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work for a period of not less than 3 years following completion of the Work consistent with Ohio Revised Code ("ORC") Section 149.43 with regard to the Public Authority's obligation to maintain confidentiality of trade secrets.

6.5 Indemnity. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Public Authority, the DB, their consultants and employees from all claims and expenses for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent acts or omissions of the Subcontractor or a person or entity for whom the Subcontractor may be liable. This Subcontract does not require a Subcontractor to waive its immunity under the Workers Compensation laws of Ohio from claims brought against the Subcontractor by the Subcontractor's employees.

6.6 Prompt Pay. The DB shall at a minimum make payments to the Subcontractor in accordance with Applicable Law, including ORC Section 4113.61. Progress payments to the Subcontractor for satisfactory performance of Subcontract Work shall be made no later than 10 days after receipt by the DB of payment from the Public Authority for Subcontract Work.

6.7 Retainage. Subcontractor retainage shall be at a rate equal to the percentage retained from the DB's payment by the Public Authority for the Subcontract Work, unless a lesser percentage is otherwise specified.

6.7.1 Labor Payments.

6.7.1.1 Partial payments to the Subcontractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.

6.7.1.2 After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

6.7.2 Material Payments.

6.7.2.1 The DB shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

6.7.2.2 The DB shall pay the Subcontractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Subcontractor provides the following information with its request for payment:

- .1 a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and
- .2 a certification of materials stored off-site, prepared by the Subcontractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Subcontractor shall reimburse the A/E, through the DB, for all costs incurred to visit a storage site, other than the areas adjacent to the Project.
- .3 The DB shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

6.8 Warranty. The Subcontractor fully warrants, for the benefit of the Public Authority, that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defective workmanship or materials.

6.9 Non Waiver of Lien Rights or Payment Bond Rights. This Subcontract shall not prohibit a Subcontractor from exercising its rights under ORC Chapter 1311 or under any DB-provided payment bond.

6.10 Non-Discrimination. The Subcontractor agrees to fully comply with Applicable Law regarding equal opportunity, including ORC Section 153.59 and, to the extent applicable, all Executive Orders issued by the Governor of the state of Ohio.

6.11 Dispute Resolution. The supplemental conditions to this Subcontract shall provide for a dispute resolution process comparable to the Contract’s dispute resolution process in terms of timing, notice, substantiation, and informal dispute resolution efforts. The dispute resolution process provided in the supplemental conditions shall result in prompt access to the ultimate dispute resolution mechanism selected by the parties.

6.12 In the event that any supplemental conditions or other Subcontract terms conflict with the **State of Ohio Subcontract Form**, the **State of Ohio Subcontract Form** takes precedence and this Subcontract shall be read and enforced to include the provisions of the **State of Ohio Subcontract Form**.

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6.13.3 Exhibit D: «insert title of this Exhibit and attach to the Subcontract Form»

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Subcontract Form.

SUBCONTRACTOR

DESIGN-BUILDER

«INSERT SUBCONTRACTOR’S NAME»

«INSERT DESIGN-BUILDER’S NAME»

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

END OF DOCUMENT

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Search for a license

Criteria

Note: Hover over the field text to display any help
** Indicates a value is required.

License Type: EL - Electrical Contractors
HV - HVAC Contractors
HY - Hydronics
PL - Plumbing Contractors
RE - Refrigeration Contractors

Credential Number:
Business Name/DBA:
First Name: Last Name:
City: State: - select one - Zip:
County: **Select a State**



**Department
of Commerce**

Division of Industrial Compliance
Ohio Construction Industry
Licensing Board (O.C.I.L.B.)

John R. Kasich, Governor
Jacqueline T. Williams, Director

John R. Kasich
Governor

Jacqueline T. Williams
Director

Ohio License # _____ Expiration Date: 06/30/2017

Carol Ross
Carol A. Ross
Board Secretary

Frank S. Alexander
Frank S. Alexander
Administrative Chairperson

Plan Approvals obtained with YOUR license and posting of YOUR license indicates that YOU and YOUR liability insurance are assuming all responsibility for work performed.
YOUR license cannot be sold, loaned or transferred.

John R. Kasich
Governor

Jacqueline T. Williams
Director

LICENSE MUST BE POSTED ON JOB SITE

Ohio License # _____

Expiration Date: **June 30, 2017**

Carol Ross
Carol A. Ross
Board Secretary

Frank S. Alexander
Frank S. Alexander
Administrative Chairperson

LICENSE MUST BE POSTED ON JOB SITE

Any changes in information must be submitted within 30 days to:

**Bureau of Testing & Registration
PO BOX 529
Reynoldsburg, Ohio 43068
614-752-7126
614-995-4206 (fax)
webfmtr@com.state.oh.us**

JOHN R KASICH
Governor

State of Ohio
Department of Commerce
Division of State Fire Marshal

JACQUELINE T. WILLIAMS
Director

2016 Fire Protection Company Annual Certificate

**This is to certify that the company listed below meets the requirements of Ohio Revised Code 3737.65 for servicing, testing, repairing, or installing fire protection or firefighting equipment in the State of Ohio.
53.52.1000**

Expiration Date: 07/01/2017



OFFICE OF THE UNIVERSITY ARCHITECT

Suite 101 Harbourt Hall • 615 Loop Road • P.O. Box 5190 • Kent, Ohio 44242-0001

v: 330-672-3880 • f: 330-672-2648 • web site: www.kent.edu/universityarchitect

PAYROLL SCHEDULE

CONTRACTOR/SUBCONTRACTOR: One copy of this letter is **due on or before** the date you begin performance under Contract.

TO: Ms. Jacqueline Mest, Contracts Manager and Prevailing Wage Coordinator
Kent State University Office of the University Architect
Suite 101 Harbourt Hall, 615 Loop Road, P.O. Box 5190
Kent, Ohio 44242-0001

RE: **Kent State University Project No. KSU-
Official Project Name
Contract Type and No.
Prime Contractor
Address
City, State ZIP**

On the above listed Project, I will begin performance under our Contract on _____ to terminate on or about _____. In compliance with Section 4115.071(C) of the Ohio Revised Code, I hereby notify you that my payroll period runs from _____ to _____ (i.e. Saturday through Sunday) with paydays on _____ (i.e. Friday).

I acknowledge that I am required by Section 4115.071(C) of the Ohio Revised Code and the Standard Conditions of Contract for Construction to deliver to the Prevailing Wage Coordinator, **a certified copy of my payroll and all tiers of Subcontractors' payroll.**

Each payroll shall exhibit for each employee paid:

- | | |
|---|--|
| 1. Name; | 7. Total hours worked each week of the pay period; |
| 2. Current home address; | 8. Hourly rate of pay; |
| 3. The last 4-digits of their Social Security Number; | 9. Total hours worked on all jobs; |
| 4. Race and gender; | 10. Itemized fringe payments; |
| 5. Job classification; | 11. Deductions from wages; and |
| 6. Number of hours worked each day of the pay period; | 12. Net pay. |

When using an apprentice, provide a copy of the Apprenticeship Agreement with the first report on which the apprentice appears.

Provide a completed Prevailing Wage Notification to Employee form for each employee of non-union companies.

The certification of each payroll shall be executed by myself or duly appointed agent. The certification shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.

The Affidavit of Compliance with Prevailing Wages form must be submitted with the final payment request.

A sample form has been provided me, however, I understand I may use any form which provides all required information stated above.

(Contractor's/Subcontractor's Signature)

(Company's Business Name)

(Authorized Agent - if any)

(Company Street Address)

(City, State, ZIP Code)

(Telephone)

(e-Mail Address for Prevailing Wage Rate Change Notices)

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, to comply with Section 4115.071 of the Ohio Revised Code. 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.

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: Official Project Name and location of the project, including County.

Contracting Public Authority: Name and address of the contracting public authority (**Kent State University**)

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. (always starts with **KSU-** . . .)

Information by Column

1. **Employee Name, Address and last 4-digits of their 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 Classification:** 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. **Race and Sex:** Provide the race and sex of each worker. This information is requested to facilitate review by the Construction Compliance Unit of the Equal Opportunity Division in the Ohio Department of Administrative Services pursuant to Chapter 123:2 of the Ohio Administrative Code. This information is not required under Chapter 4115 of the Ohio Revised Code.

4. **Hours Worked, Day and 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.

5. **Project Total Hours:** Total the hours entered for pay period.

6. **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.

7. **Project Gross:** Enter total gross wages earned on the project for straight time and overtime. Project hours multiplied by base rate should equal project gross.

8. **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.

9. **Total Hours All Jobs:** Total all hours worked during the pay period including non-prevailing wage jobs.

10. **Total Gross All Jobs:** Gross amount earned in the pay period for all hours worked.

11. **Taxes Withheld:** Self explanatory.

12. **Other Deductions:** Self explanatory.

13. **Net Wages Paid:** Self explanatory.

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
<p>You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:		Date:	
Employee's Signature:		Date:	



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

An Equal Opportunity Employer and Service Provider

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

Affidavit Of Compliance

PREVAILING WAGES

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, 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 or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

search



HOME WORKERS EMPLOYERS SAFETY SERVICES MEDICAL PROVIDERS BWC LIBRARY CONTACT US

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- Safety Services »
- Self-Insured
- State-fund guide
- Forms
- Section Map

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OhioBWC - Employer - Service: (State construction contractor look-up)

State construction contractor look-up

[Details](#)

Enter one of the identification numbers below, and click **search**.

Note: When entering a policy number, be sure to include a business sequence number (number after the dash). If you do not enter a business sequence number, the system will automatically enter a 0.

Policy number - **employer lookup**

Federal tax ID - (or) SSN - -

search

Online Support available
Monday through Friday
7:30 a.m. - 5:30 p.m.
[Click here to get help!](#)

search



HOME WORKERS EMPLOYERS SAFETY SERVICES MEDICAL PROVIDERS BWC LIBRARY CONTACT US

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OhioBWC - Employer - Service: (State construction contractor look-up) -

Results

Policy number:

Company name:

Construction contractor status: APPROVED

Construction contractor status date:

search again

Note: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an APPROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) which makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to review this database for the most current information, you may print this as verification of your current status.

Click the Help tab in the upper-right hand corner for more status definitions.

Online Support available
Monday through Friday
7:30 a.m. - 5:30 p.m.
[Click here to get help!](#)

EDGE Requirements Checklist

Professional Services Proposer (A/E, CM or DB):

- Seek EDGE participation (see O.A.C. 123:2-1-09)
- Submit Statement of Qualifications ("SOQ").
Identify commitment to participate in EDGE program (included in F110-330 form).
-and-
 - Prepare an Intent to Contract and to Perform for each EDGE-certified business and submit with SOQ if possible. *Identify EDGE percentage of total A/E, CM or DB Fees.*
 - or-
 - If EDGE goal is not met, prepare a Request for Partial Waiver on company letterhead, attach Good Faith Effort form and supporting documentation, and submit with SOQ if possible.

Construction Bidder (Contractor or DB):

- Seek EDGE participation (see O.A.C. 123:2-1-09)
- Submit Bid. *Identify commitment to participate in EDGE program (included in Bid Form).*
-and-
 - Prepare an Intent to Contract and to Perform (EDGE Affidavit) for each EDGE-certified business and submit with Bid if possible. *Identify EDGE percentage of total Contract Sum.*
 - or-
 - If EDGE goal is not met, prepare a Request for Partial Waiver on company letterhead, attach Good Faith Effort form and supporting documentation, and submit with Bid if possible.

If selected:

- Submit an EDGE Participation/Intent to Contract and Perform form for each EDGE-certified business with Technical Proposal (A/E) (DB) or Implementation Plan (CM)
if not submitted with Bid.
Identify EDGE percentage of total A/E or CM Fees.
-or-
 - If EDGE goal is not met, prepare Request for Partial Waiver of EDGE Participation Goal on company letterhead, attach Good Faith Effort form and supporting documentation, and submit with Proposal / Plan.
 - then-
 - Receive Approval of Partial Waiver letter signed by the Kent State University Office of the University Architect.
 - or-
 - Receive Denial of Partial Waiver letter and seek additional EDGE participation and submit Intent to Perform for each EDGE business enterprise within stipulated time.

If apparent low Bid:

- Submit an Intent to Contract and to Perform (EDGE Affidavit) for each EDGE-certified business with Bidder's Qualifications form within three business days of request if not submitted with Bid.
Identify EDGE percentage of total Contract Sum.
-or-
 - If EDGE goal is not met, prepare Request for Partial Waiver of EDGE Participation Goal on company letterhead, attach Good Faith Effort form and supporting documentation, and submit with Bidder's Qualifications form.
 - then-
 - Receive Approval of Partial Waiver letter signed by the Office of the University Architect.
 - or-
 - Receive Denial of Partial Waiver letter and seek additional EDGE participation and submit Intent to Perform for each EDGE business enterprise within stipulated time.

If awarded:

- Submit EDGE participation information on cost breakdown in the OAKS CI "Professional Services Agreements" business process. *Identify work by each EDGE business as separate line items.*
- Submit EDGE participation information on monthly pay requests in the OAKS CI "Professional Services Pay Request" business process.
- Submit EDGE participation information on final pay request in the OAKS CI "Professional Services Pay Request" business process.
- Submit certified statement of EDGE participation.

If awarded:

- Submit EDGE participation information on cost breakdown in the OAKS CI "Contract Schedule of Values" business process. *Identify work by each EDGE business as separate line items.*
- Submit EDGE participation information on monthly pay requests in the OAKS CI "Contractor Pay Request" business process.
- Submit EDGE participation information on final pay request in the OAKS CI "Contractor Pay Request" business process.
- Submit certified statement of EDGE participation.

EDGE Affidavit

State of Ohio Standard Requirements
for Public Facility Construction



EDGE PARTICIPATION Certified Statement of Intent to Contract and Perform

Bidder / Proposer: Submit one fully-completed form for each EDGE Business Enterprise

Project No. KSU-
Project Name:

A. Bidder's Proposer's Company Name: _____

Mark all that apply:

Multi-Prime Contract General Contract CM at Risk Contract Design-Build Contract

B. Certified EDGE Business Enterprise information (for project contract at ANY tier)

Mark all that apply:

Subcontractor Material Supplier Professional Services Goods & Services

EDGE Business Name: _____

EDGE Business Address: _____

EDGE Certification Number: _____ E-mail: _____

Contact Person: _____ Phone:(____) _____ Fax:(____) _____

Is this EDGE Business also MBE-certified? (check one) Yes No

Insert detailed description of materials, labor, services, supplies, etc. (may use industry codes – continue on separate page)

C. Certification of Intent

By signing below, the Bidder or Proposer certifies that it intends to contract with the certified EDGE-Certified Business for the portion of the Contract described above related to its Contract for this Project and for the estimated cost shown below. By signing below, the certified EDGE-Certified Business certifies that it intends to contract with the Bidder or Proposer and intends to provide the portion of the Contract described above related to the Contract for this Project for the estimated cost of:

_____ and _____ /100 dollars (\$ _____).

In the event the named Bidder or Proposer is NOT awarded a Contract, this Statement shall be null and void.

EDGE-Certified Business

Authorized Signature

Authorized Representative Name and Title

Date Signed

Bidder or Proposer:

Authorized Signature

Authorized Representative Name and Title

Date Signed

Search EDGE Certified Service Providers

EDGE certification and EDGE service provider details are available for viewing from this page. Please note, only vendors with current EDGE certifications are available in this search. Please enter your search criteria below.

Company Name:

FTID#:

Keyword:

EDGE Certification #:

Procurement Type: All Procurement Types

Business Type: All Business Types

CSI Codes: All CSI Codes

UNSPSC Codes: All UNSPSC Codes

License Type: All License Types

License Number

County: All Counties

Region Codes: All Regions  (Click to View Regions)

Search Tips:

- You may search for a vendor by entering a partial vendor name.
- Searching by Tax Identification Number requires a match on all 9 digits.
- Partial search by Tax Identification Number is prohibited.
- If no search criteria is selected, a complete list of EDGE certified vendors for the State of Ohio will display.

[Return to EOD Reporting - Main Search Page](#)



Department of Administrative Services
Equal Opportunity Division

02/08/2017

Dear

SUBJECT: Encouraging Diversity, Growth and Equity (EDGE) Program
Certification Number EDGE
Effective Dates: 02/08/2017 through 02/08/2019

As you are aware, a company desiring to participate in the State of Ohio's Encouraging Diversity, Growth and Equity program must demonstrate to this Office that the company is owned and controlled by an individual that is socially and economically disadvantaged for at least the previous one year.

After careful review of the application and supporting documentation you provided to this office, the Equal Opportunity Division of the Ohio Department of Administrative Services (DAS) has determined that Pardo Consultants, Inc. satisfactorily meets the requirements set forth in Section 123:2-16-01 of the Ohio Administrative Code as is required for participation in the program. This letter shall serve as the State's official certification to this effect.

This letter also acknowledges that _____ is approved for EDGE program participation under the Architecture and Engineering procurement category, and has demonstrated capability and/or experience for a period of one year from the date of this letter in the following UNSPSC and CSI codes:

UNSPSC Codes	CSI Codes
1. 30180000 Plumbing fixtures	1. N/A
2. 40101800 Heating equipment and parts and accessories	
3. 81000000 Engineering and Research and Technology Based Services	
4. 81100000 Professional engineering services	
5. 81101600 Mechanical engineering	
6. 81101700 Electrical and electronic engineering	
7. 81110000 Computer services	

Please note that one month prior to the expiration date of this certification, your company is required to submit a completed Recertification Affidavit form for our review relative to the company's qualifications for continuing participation in the EDGE program. Additionally, you must formally notify this division of any changes that occur within your company that effect ownership, managerial and/or operational control within thirty days of such changes occurring. Similar notification must be provided to us of any changes to the company's name, business address, telephone numbers, principal products/service or other basic contact and commercial activity information.

Failure to provide a completed Recertification Affidavit or to notify this office of such changes to your company in a timely manner may result in the revocation of your certification status.

So that _____ is able to maximize the opportunity to provide its various EDGE-approved business services to the State of Ohio, we strongly suggest that you contact the following agencies:

1. The Office of State Purchasing, within DAS's General Services Division, provides free registration at www.das.ohio.gov/gsd or by calling the office at 614.466.4635. This office provides electronic notice of purchasing opportunities for specified supplies or services (bid notices) to any vendor who has registered with DAS. Opportunities for architectural, engineering and construction service providers can be accessed at www.ohio.gov/SAC.
2. The Ohio Department of Development offers business development assistance in the areas of management, technical, financial, contract procurement assistance, loan and bond packaging services. The office can be contacted at 614.466.5700 or 800.848.1300 ext. 65700.

As the EDGE program indicates, the State of Ohio values diversity among its business partners, and hopes to see them grow and prosper. Consequently, we are delighted to be able to assist your company by approving its participation in this vendor preference and business development program. If you need any assistance or have questions about the EDGE program, its objectives or its operation, please contact the Equal Opportunity Division's Certification Unit at 614.466.8380.

Sincerely,

Gregory L. Williams

DAS Directive

Directive No. **GS-D-07**
Effective Date: **09-01-2009**



To: All State of Ohio Departments, Offices, Agencies, Commissions, Boards, Bureaus, Institutions, Universities and Colleges

From: Hugh Quill, *Director of Administrative Services*

Title: Policies Regarding the Required Use of Domestic Steel

PURPOSE

The purpose of this directive is to provide clarification and establish criteria regarding the required use of domestic "steel products...used for load-bearing structural purposes" on certain construction projects supported in whole or in part by state capital funds.

GENERAL

Revised Code Sec. 153.011 (A) provides, in part:

(A) except as provided in division (D) of this section, "...whenever any building or structure, including highway improvements, in whole or in part supported by state capital funds, including moneys from the education facilities trust fund, is to be erected or constructed, or whenever additions, alterations, or structural or other improvements are to be made, if any steel products are to be purchased for or provided in the construction, repair, or improvement project, only steel products defined in division (F) of this section shall be purchased for or provided in the project" for that purpose with some exceptions.

POLICY STATEMENT AND IMPLEMENTATION

All projects funded in whole or in part with state capital funds and administered by or for this Department, or projects approved by this Department for local administration by other entities, shall conform to the requirements of this directive, unless a waiver is granted in writing and signed and dated by the Director of this Department or by the person designated by the Director prior to advertising for construction bidding.

This directive is not required to be used, but may be used, for projects funded by sources other than state capital funds.

DAS Directive

Directive No. **GS-D-07**
Effective Date: **09-01-2009**



DOCUMENT MODIFICATIONS

1. Modifications are required on all Associate Architect, Engineer, and Construction Manager Contracts.

All contracts or agreements with entities that design or specify structural steel, or manage such responsibilities, shall include language requiring compliance with this directive and with Section 153.011 of the Ohio Revised Code. Appropriate open contracts, as determined by the Director or the Director's designee, shall be amended as soon as practical to incorporate such language.

2. Notices Required.

The Notice to Bidders, the Public Bid Advertisement, and each appropriate technical specification section related to or discussing in any material manner, the metals used on the project, including but not limited to those sections dealing with structural metal framing and space frame systems, shall include the following notice in capital letters and bolded, as required by the statute:

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.

3. Certifications Required

The appropriate technical specification sections shall require that the following certifications be placed on the front cover of, or on the initial sheet of each steel fabrication shop drawing for every applicable project, and that each certification be signed and dated by an official authorized by the company prior to beginning of fabrication:

DAS Directive

Directive No. **GS-D-07**
Effective Date: **09-01-2009**



Steel Fabricator Certification

The steel fabricator identified below certifies that for this project all load-bearing structural steel (as defined by the State of Ohio Department of Administrative Services, Directive Number _____, dated _____, has been fabricated or produced, to the best of its knowledge, only from steel made in the United States in accordance with Sections 153.011 and 153.99, of the Ohio Revised Code (ORC). Further, the steel fabricator hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of the referenced sections of the ORC.

[Printed or Typed Name of Fabrication Company]
by
[Printed or Typed Name of Company Official]

Signature of Company Official Date

* * * * *

Contractor Certification

The Contractor identified below certifies that it has required as a condition of purchase, that for this project all load-bearing structural steel (as defined by the State of Ohio Department of Administrative Services, Directive Number _____, dated _____, shall be fabricated and produced using, to the best of its knowledge, only steel made in the United States in accordance with Sections 153.011 and 153.99 of the Ohio Revised Code (ORC). Further, the Contractor certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of the referenced sections of the ORC.

[Printed or Typed Contractor Company Name]
By
[Printed or Typed Name and Title of Contractor Company Official]

Signature of Contractor Official Date



LOAD BEARING STRUCTURAL STEEL – ADOPTED AND QUALIFIED DEFINITION.

1. Definition and clarification.

For the purposes of this directive, the following definition and clarification shall be applied:

- a. Steel products...used for load-bearing structural purposes shall be defined as "structural steel", per the American Institute of Steel Construction, Inc. (AISC) definition in its Manual of Steel Construction, latest edition, and are thereby required to be produced and fabricated only from steel made in the United States.
- b. For clarification purposes the 9th edition of the Manual of Steel Construction, lists the following as structural steel, (and is subject to change):

anchor bolts for structural steel; base or bearing plates; beams, girders, purlins & girts; bearings of steel for girders, trusses or bridges; bracing; columns & posts; connecting materials for framing structural steel to structural steel; crane rails, splices, stops, bolts and clamps; door frames constituting part of the steel frame; expansion joints connected to steel frame; fasteners for connecting structural steel items including shop rivets, permanent shop bolts, shop bolts for shipment, field rivets & bolts for permanent connections, and permanent pins; floor plates (checkered or plain) attached to steel frame; grillage beams & girders; hangers essential to the structural steel frame; leveling plates, wedges, shims & leveling screws; lintels, if attached to the structural steel frame; marquee or canopy framing; machinery foundations of rolled steel sections and/or plate attached to the structural frame; monorail elements of standard structural shapes when attached to the structural frame; roof frames of standard structural shapes; shear connectors-if specified shop attached; struts, tie rods & sag rods forming part of the structural frame; and trusses.

- c. For the purposes of this directive, DAS also defines the following as load-bearing structural steel:

all structural steel shapes including, but not limited to "W", "M", "S", "HP", "C", "MC", and "L" shapes (as defined by AISC); structural steel pipe and structural tubes of any dimension, thickness and length; structural tees cut from other shapes, all composite steel beams or columns made from a combination of structural steel shapes, and all steel plates used for stiffening structural steel shapes and as base plates.

DAS Directive

Directive No. **GS-D-07**

Effective Date: **09-01-2009**



CERTAIN STEEL PRODUCTS **NOT** CONSIDERED LOAD BEARING AND **NOT** REQUIRED TO BE DOMESTIC STEEL.

1. Definition and clarification of products **NOT** considered load-bearing.

For the purposes of this directive, the following definitions and clarifications shall apply:

- a. Non-load bearing steel products shall be defined as those items **NOT** defined as "structural steel" by the American Institute of Steel Construction, Inc. (AISC) in its *Manual of Steel Construction*, latest edition, even when such items are shown on the structural steel plans or are attached to the structural frame.
- b. Items defined by this directive as non-load bearing shall **NOT** be required to be produced or fabricated from steel produced in the United States.
- c. The 9th edition of the *Manual of Steel Construction*, lists the following as **NOT** structural steel (and is subject to change):

cables for permanent bracing or suspension systems, chutes and hoppers, cold-formed steel products, door and corner guards, embedded steel parts in precast or poured concrete, flagpole support steel, floor plates (checkered or plain) not attached to the steel frame, grating and metal deck, items required for the assembly or erection of materials supplied by trades other than structural steel fabricators or erectors, ladders & safety cages, lintels over wall recesses, non steel bearings, open-web long-span joists and joist girders, ornamental metal framing, shear connectors field installed, stacks, tanks, and pressure vessels, stairs, catwalks, handrail & toeplates, and trench or pit covers.

- d. For the purposes of this directive, DAS also defines the following as **NOT** structural steel, including but not limited to:

reinforcing steel of plain or deformed rods of any size, metal grids for suspended ceiling systems, ornamental steel, architectural metal, framing members fabricated from sheet-gauge steel, steel handrails, open-web joists of any length, siding and roofing panels, steel stair treads, tread pans and tread risers, enclosures for mechanical equipment, electrical equipment and conveying systems, (including the platforms for and supporting frames, rails, and thresholds for elevators, escalators, lifts, hoists and stage lifts for theatres); pipe used for transporting liquids, gases, and solids and the associated pipe hangers.

DAS Directive

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Effective Date: **09-01-2009**



ENFORCEMENT

1. Revised Code, Sec. 153.99 (A) allows for the assessment of "...a civil penalty equal to one and one-half times the purchase price of the steel products purchased or provided...".

For the purposes of this directive, the aforementioned "purchase price" shall be interpreted as that price indicated on invoices issued by a selling entity to a purchasing entity for products purchased or provided.

2. Sec. 153.011 (C) states, in part: "Whenever the Director of Administrative Services has reasonable cause to believe that any person has purchased or provided steel products in violation...the Director shall conduct an investigation...".

For the purposes of this directive, the Director may delegate such investigations to the Office of the State Architect who may delegate to another entity or entities as deemed appropriate. The investigation may access construction and office sites, work in progress and materials stored on-site or off-site and may investigate any and all written and electronic records associated with a project.

3. All construction documents prepared for projects effected by this directive shall include provisions for the monitoring of those projects for potential violations and shall provide for appropriate reporting to the Office of the State Architect of any observed or suspected violations.

AUTHORITY & REFERENCE

ORC 153.011
ORC 153.99