



## 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:
  - State of Ohio Subcontract Form (for GC, CMR or DB project) with all exhibits including OBWC Certificate and Certificate of Insurance (Acord 25 form).
  - 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
  - Equal Opportunity Department Construction Compliance Certificate
- 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... \*

Professional Services Agreement Name:

Record Number:

Creation Date:

Creator: KSU Student1

Status:

Contractor Name:

Enter the name of the subcontractor or material supplier's company

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>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.

- Subcontract Form, OBWC, Acord 25, Exhibits
- 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
- Equal Opportunity Construction Compliance Certificate

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 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  
v: 330-672-3880 • f: 330-672-2648 • web site: [www.kent.edu/universityarchitect](http://www.kent.edu/universityarchitect)



## 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. **Use this form to gather required information, and then enter it into the OAKS CI "Subcontractor Supplier Declaration" business process.**

### Instructions

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

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

#### 2. Contractor Responsibilities:

- A. 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).**
- B. 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.
- C. Check company type as a Subcontractor, Material Supplier or Consultant.
- D. Enter company name, address, phone number, fax number, Federal Tax I.D. Number and e-mail address.
- E. Indicate the primary company officer (President, Owner) and contact person.
- F. **Attach the completed "State of Ohio Subcontract Form" with all Exhibits, including ACORD 25 and OBWC, for each Subcontractor.**
- G. Enter the date and amount of the Subcontract and/or Purchase Order. Provide them with the "Sales and Use Tax Construction Contract Exempt Certificate" and the "Notice of Commencement of Public Improvement".
- H. 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.
- I. Enter the Subcontractor's Skilled Trades License Number and **attach a copy of their unexpired Skilled Trades License.**
- J. **Attach Subcontractor's completed "Payroll Schedule" form.**
- K. 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 Website: <https://www.bwc.ohio.gov/employer/services/StateContract/nlbwc/StateContract1.aspx>

- L. Enter the OBWC-approved DFSP policy number.
- M. Complete "EDGE Status" section. See the EDGE Web site for any questions at [www.EDGE.ohio.gov](http://www.EDGE.ohio.gov): **Attach to this form their EDGE Certificate and completed EDGE Affidavit.**
- N. Enter expiration date of each Subcontractor's Ohio Equal Opportunity Department Certificate of Compliance Certification for Construction. **Attach copy of EOD Certificate of Compliance Certification.**
- O. 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:

- A. Review form in collaboration with CM if applicable, and KSU-OUA.
- B. 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:

- A. Review form in collaboration with the A/E and KSU-OUA.
- B. 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.
- C. The CM must sign the same form the A/E has signed.

#### 5. KSU-OUA Approval:

- A. Verify all supporting documentation has been provided and is accurate.
- B. Complete "For KSU-OUA Use Only" section in the order indicated below
  - 1. Determine status of companies listed on each sheet received.
    - a. When one or more companies require "Extended Review": mark company status for each, and then go to C2.
    - b. When one or more companies are rejected: mark company status for each, and then go to C3.
    - c. When all companies are approved: mark company status for each, and then go to C4.
  - 2. 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.
  - 3. 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.
  - 4. Forward a copy of the annotated form to the A/E, Contractor, and CM if applicable. Insert the original form into the "Project file."

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**OFFICE OF THE  
UNIVERSITY ARCHITECT**

Contractor Information		Project Information		Sheet <sup>1</sup> _____ of _____	
Company Name _____		Project No. _____ KSU-			
Address _____		Project Location _____		Kent State University, _____ Campus	
City, State, Zip _____		Project Name _____			
Federal Tax I.D. No. _____ ; Phone: ( _____ ) _____ - _____		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 + <b>attach SoO Subcontract Form/Exhibits</b>		<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 <sup>1</sup>					
Subcontractor Skilled Trades License No. + <b>attach State License</b>					
Payroll Schedule attached? + <b>attach Payroll Schedule</b>		<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 + <b>with OBWC proof</b>		<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 <sup>2</sup> + <b>attach EDGE Certificate and EDGE Affidavit</b>		<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	
Certificate of Compliance Certification + <b>attach EOD Certificate</b>		date that certificate expires _____		date that certificate expires _____	
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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**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 \_\_\_\_\_

**Use this form to gather all required information and then enter it into the OAKS CI “Subcontractor Supplier Declaration” business process.**





# let's clear the air

**Kent State will become a  
smoke-free, tobacco-free university.**

## 7.1.17



**Beginning July 1, 2017,  
Kent State will be a smoke-free,  
tobacco-free university.  
The new university policy  
(3342-5-21) aligns with our  
university-level initiative  
to create a healthy campus  
environment and to prioritize  
the health and wellness of  
students and employees.**

**[WWW.KENT.EDU/SMOKE-FREE](http://WWW.KENT.EDU/SMOKE-FREE)**

### **WHAT'S INCLUDED?**

- The policy covers all Kent State campuses, locations and properties, both domestic and international. It also applies to all members of the university community: students, employees, volunteers, vendors, visitors and customers.
- Smoking and tobacco use are prohibited on any property owned, operated or leased by Kent State, including personal vehicles on university property.
- All smoking is prohibited, including the use of electronic smoking devices, mod boxes or electronic nicotine delivery systems that create an aerosol or vapor.
- Use of nicotine, tobacco-derived or plant-based products and oral tobacco are also prohibited.
- Kent State will not advertise smoking or tobacco products on any university property or at any university-sponsored event.

### **POLICY ENFORCEMENT**

Our success in eliminating smoke and tobacco from Kent State will rely on the thoughtfulness, consideration and cooperation of smokers and nonsmokers alike. Please remind violators of the policy and politely ask them to comply with it.

- Any student who repeatedly refuses to adhere to the policy may be referred to student conduct.
- Repeated violations by any Kent State employee will be handled through the normal employment procedures for violating university procedures.

### **READY TO QUIT?**

If you're ready to kick your tobacco habit, visit our smoke-free web page. You'll find links to a variety of resources for students and employees, including smoking cessation apps.

**[WWW.KENT.EDU/SMOKE-FREE](http://WWW.KENT.EDU/SMOKE-FREE)**



KENT STATE UNIVERSITY, KENT STATE AND KSU ARE REGISTERED TRADEMARKS AND MAY NOT BE USED WITHOUT PERMISSION. IS-HB-00284-107



## **5 - 21 University policy regarding smoking and tobacco use at Kent State University**

1. Purpose. Kent State University is dedicated to providing a healthy, comfortable and productive work and living environment for its employees and students. To this effect, smoking and tobacco use is prohibited on all Kent State University campuses and university property. This policy is not meant to replace or prevent adherence by the university community to the smoking prohibition requirements in Chapter 3794 of the Revised Code.
2. Definition.
  1. “Smoking” for the purposes of this policy means inhaling, exhaling, burning, or carrying any lighted or heated product intended for inhalation in any manner or in any form. “Smoking” also includes the use of an apparatus including but not limited to an electronic smoking device, mod box, or electronic nicotine delivery system (ENDS) that creates an aerosol or vapor, in any manner or in any form, or the use of any other smoking device for the purpose of circumventing the prohibition of smoking in this rule.
  2. “Tobacco use” for the purposes of this policy means the use of nicotine, tobacco-derived or containing products, and plant based products including products intended to mimic tobacco products, oral tobacco or other similar products.
3. Scope. All members of the university community are subject to this policy including employees, students, visitors, volunteers, patients, and customers. This policy applies to all university owned, operated, or leased property (collectively “university property”). Smoking or tobacco use in personal vehicles on university property will not be allowed.
4. Implementation.
  1. The success of creating and maintaining a smoke-free and tobacco-free environment will depend upon the thoughtfulness, consideration and cooperation of the entire university community. All employees and students share in the responsibility for adhering to and enforcing this policy. Problems should be brought to the attention of the appropriate administrator, or in accordance with reporting guidelines provided by the Ohio department of health.
  2. The university will not advertise smoking or tobacco products on university property or at any university-sponsored event or university owned or sponsored media.
5. Exceptions.
  1. FDA approved nicotine replacement therapy will be allowed (e.g., patches, gum, inhalers, and lozenges).
  2. Smoking or tobacco use may be permitted for controlled research, educational, clinical, or religious ceremonial purposes with prior approval of the appropriate administrator.
6. Signage. Signage shall be placed appropriately on entrances and exits from buildings and structures on university property, including parking areas, and on university owned or leased vehicles.
7. Enforcement.
  1. The success of this rule relies on the thoughtfulness, consideration, and cooperation of smokers and nonsmokers alike. Any student who repeatedly refuses to abide by this rule may be referred to student conduct. Repeat violations by any faculty or staff member shall be handled through normal employment procedures for violation of university rules and procedures.
  2. Visitors, contractors, and other individuals on campus who are in violation of this rule should be immediately reminded of and directed to comply with this rule. Continued violation of this rule may result in further action as deemed necessary by the appropriate administrator.

**Policy Effective Date: July 01, 2017**

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 Harbourt 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

«INSERT SUBCONTRACTOR'S NAME»

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

### CONTRACTOR

«INSERT CONTRACTOR'S NAME»

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

Attach all Exhibits to this Subcontract Form, including the Subcontractor's Certificate of Insurance and Ohio Bureau of Workers' Compensation Certificate on the next pages, as applicable.

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 Harbourt 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

«INSERT SUBCONTRACTOR'S NAME»

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

### CONSTRUCTION MANAGER

«INSERT CONSTRUCTION MANAGER»

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

Attach all Exhibits to this Subcontract Form, including the Subcontractor's Certificate of Insurance and Ohio Bureau of Workers' Compensation Certificate on the next pages, as applicable.

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 Harbourt 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.

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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.

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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.

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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.

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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**

**DESIGN-BUILDER**

«INSERT SUBCONTRACTOR'S NAME»

«INSERT DESIGN-BUILDER'S NAME»

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**Attach all Exhibits to this Subcontract Form, including the Subcontractor's Certificate of Insurance and Ohio Bureau of Workers' Compensation Certificate on the next pages, as applicable.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPI/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Kent State University-issued Project Name and Project No. KSU-  
Project Address

Kent State University and the Architect/Engineer (A/E)  
are named as Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

Kent State University  
Office of the University Architect  
Suite 101 Harbourt Hall, 615 Loop Road  
Kent, Ohio 44242-0001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# **OHIO BUREAU OF WORKERS' COMPENSATION**

## **REQUIRED POSTING**

Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

THIS LANGUAGE MUST BE POSTED WITH THE CERTIFICATE OF COVERAGE



**Department  
of Commerce**

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

Mike DeWine, Governor  
Sheryl Maxfield, Director

CONTRACTOR  
STREET ADDRESS  
CITY, STATE ZIP CODE

Mike DeWine Governor	Sheryl Maxfield Director
<b>CONTRACTOR'S LICENSE</b>	
Ohio License #	Expiration Date:
<b>CONTRACTOR OWNER</b>	
 Carol A. Ross Board Secretary	 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.**

Mike DeWine Governor	Sheryl Maxfield Director
<b>CONTRACTOR'S LICENSE</b>	
Ohio License#	
Expiration Date:	
 Carol A. Ross Board Secretary	 Frank S. Alexander Administrative Chairperson

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

MIKE DEWINE  
Governor

State of Ohio  
Department of Commerce  
Division of State Fire Marshal

Sheryl Maxfield  
Director

**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:



## 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](http://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: Kent State University Office of the University Architect  
Attention: Prevailing Wage Coordinator  
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**

← **NOTE:**  
*Do not alter  
the pre-filled  
Project,  
Contract and  
Contractor  
information!*

On the above-listed Project located in \_\_\_\_\_ County, 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, **certified copies of my payroll and all tiers of Subcontractors' payroll.**

Each payroll shall exhibit for each employee paid:

1. Name;
2. Current Home Address;
3. The last 4-digits of their Social Security Number;
4. Race and Gender (per OAC Chapter 123:2);
5. Skilled Trade Job Classification;
6. Number of hours worked each day of the pay period;
7. Total hours worked each week of the pay period;
8. Hourly rate of pay (regular and overtime rates);
9. Itemized hourly rate of each fringe benefit paid;
10. Total hours worked on all jobs;
11. Deductions from wages; and
12. Net pay.

When using an apprentice, provide a copy of the Apprenticeship Agreement with each 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.

Affidavit of Compliance with Prevailing Wages and Payment Release Affidavit forms 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 Authorized Signature)

\_\_\_\_\_  
(Subcontractor's Business Name)

\_\_\_\_\_  
(Authorized Agent - if any)

\_\_\_\_\_  
(Subcontractor's Street Address)

**NOTE:**  
*If your Company is a **Third-Tier Subcontractor**,  
please **identify the Company**  
for whom are you working **on the line below**:*

\_\_\_\_\_  
(City, State, ZIP Code)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Subcontractor for this Company)

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





## **PREVAILING WAGE CONTRACTOR / SUBCONTRACTOR 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 \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 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, 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. (*\*Please note, in the absence of a published Price Deflator for Construction Index, the threshold adjustment is calculated using the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record.*)

**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, 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, 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, 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, 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 name, address, account number, and 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 the 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.  
Certified Payroll Reports must include the following information:
1. Employee's name, home address, and the last 4-digits of their Social Security Number.  
(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. Employee's skilled trades 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. Employee's race and gender (per Ohio Administrative Code Chapter 123:2)
  4. 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.
  5. 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.
  6. 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**.
  7. Total hour worked on all jobs.
  8. Gross amount earned on all projects during the pay period.
  9. Total deductions from employee's wages.
  10. 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 of Compliance with Prevailing Wages to the Prevailing Wage Coordinator upon the completion of the project.

## **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 Gender:** Provide the race and gender 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.

Certified Payroll Report (Prevailing Wage)
State of Ohio Standard Forms for Public Facility Construction

Suite 101 Harbourt Hall ▪ 615 Loop Road ▪ P.O. Box 5190 ▪ Kent, Ohio 44242-0001
switchboard: 330-672-3880 ▪ facsimile: 330-672-2648 ▪ website: www.kent.edu/universityarchitect



Payroll Report for:
Employer Name
Street Address
City, State ZIP
Phone Number
Check if Subcontractor and identify the Contractor for whom you are working:
Kent State University-issued Project No. KSU-
Official Project Name:
Kent State Campus Location:
County where Project is Located:
Payroll No.
Week Ending:
Check if this is a Corrected Report:
Sheet of

Table with 15 columns: Employee Name, Home Address, City, State, ZIP, Last 4-Digits of their Social Security Number, Skilled Trade Work Classification, Race & Gender, Hours Worked (S-M-T-W-Th-F-S), Total Project Hours, Base Wage Rate, Project Gross Wages, Fringe Benefits Paid?, Total Hours All Jobs, Total Gross All Jobs, Taxes With-Held, Other Deductions, Net Wages Paid.

My signature on this form signifies that (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this Project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in Ohio Revised Code Chapter 4115; and (5) apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil action or possible criminal prosecution.

Type or Print Name and Title:
Signature:
Date

Ohio Department of Job and Family Services  
**APPRENTICESHIP AGREEMENT**

By authority of the Ohio State Apprenticeship Council in cooperation with the US Department of Labor, Office of Apprenticeship

Privacy Act Statement: The information requested herein is used for apprenticeship program statistical purposes and will only be disclosed in accordance with the provisions of the Privacy Act of 1974. (P.P.93-579)

**The under-signed sponsor and apprentice hereby agree to the terms stated by this form and inscribed therein, and to the terms of the standards and work process schedule of the related registered program.** In accordance with the equal opportunity provisions of 29 CFR Part 30.3, Executive Order 11246, and the apprenticeship rules of the State of Ohio (OAC 5101:11), the sponsor will not discriminate in the selection and training of the apprentice. This agreement may be terminated by either party that cites cause and notifies the Registration Agency in compliance with 29 CFR Part 29.6 and OAC 5101:11.

**Part A: To be completed by apprentice.** (Note to Sponsor: Part A should only be filled out by the apprentice.)

1. Apprentice identification ( <i>please print clearly</i> )		4. Equal Opportunity Information		5. Veteran status	
Name of apprentice ( <i>first, middle, last</i> )		a. Race (mark one) <input type="checkbox"/> Am. Indian or Alaskan Native <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> White		<input type="checkbox"/> Vietnam era veteran (8/15/64-5/7/75) <input type="checkbox"/> other veteran <input type="checkbox"/> non-veteran C# _____	
Address ( <i>street address, town, state, zip code</i> )		b. Ethnic Group <input type="checkbox"/> of Hispanic or Latino origin <input type="checkbox"/> not of Hispanic or Latino origin		6. Highest education level attained <input type="checkbox"/> 8th grade or less <input type="checkbox"/> 9th through 11th grade <input type="checkbox"/> GED <input type="checkbox"/> high school graduation	
Phone number	E-mail address	7. Was indenture arranged under a school-to-apprenticeship agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No			
2. Date of birth ( <i>mo/day/yr</i> )	3. Sex <input type="checkbox"/> male <input type="checkbox"/> female	8. Signature of apprentice		Date	
		9. Signature of parent or guardian (if applicable)		Date	

**Part B: To be completed by sponsor** (Note to Sponsor: When Parts A & B are complete, **please return this form to your area ASP or ATR.**)

10. Occupation a. Occupation title		11. Date apprenticeship begins ( <i>indenture date</i> )	
b. RAIS/RAPIDS code #		12. Probationary period -- specific number of <b>hours</b>	
13. <u>Normal term</u> of program -- specific number of <b>hours</b> a. on-the-job training (OJT) _____ b. related technical instruction (RTI) _____		14. Prior training <u>credit</u> for this apprentice -- specific number of <b>hours</b> OJT _____ RTI _____	
15. <u>Time remaining</u> in program for this apprentice -- specific number of <b>hours</b> OJT _____ RTI _____		16. Related technical instruction (RTI) -- a. Provider name	
b. Provider type <input type="checkbox"/> sponsor <input type="checkbox"/> VoEd <input type="checkbox"/> other		c. RTI method <input type="checkbox"/> class <input type="checkbox"/> shop <input type="checkbox"/> correspondence	
e. During RTI, wages <input type="checkbox"/> will be paid <input type="checkbox"/> will not be paid		17. Apprentice wages: In sections a. through c., please list the <u>standard</u> schedule of pay, showing wage levels at each period of training.	
Period :                      1            2            3            4            5            6            7            8            9            10			
a. Length of period (specific # of <b>hours</b> )			
b. Apprentice wage: dollars <u>or</u> % of journey wage			
c. The standard journey-person wage for the work location(s) involved is \$ _____ per hour, as of this date: _____		18. <u>This apprentice's</u> starting wage in the program (based on advancement period in which he/she starts, if credit is awarded) is \$ _____ per hour.	
		19. This apprentice's wage just <u>prior</u> to starting the program, if known, was \$ _____ per hour.	
20. Sponsor identification		21. Contact information for sponsor's designee to receive complaints	
Name of organization	Program ID #	Name	
Address ( <i>street address, town, state, zip code</i> )		Ti tle	Phone #
22. Signature of Joint Apprenticeship Cmte. representative (if any)		23. Signature of authorized sponsor representative	
Date		Date	

**Part C: To be completed by Registration Agency**

Confirmation of approval by the Ohio State Apprenticeship Council:

New Apprentice Number

# PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Must be completed by each employee of a non-union contractor.

<b>Contractor:</b>		<b>Project No. KSU-</b>	
<b>Project Name:</b>		<b>County:</b>	
<b>Project Location: Kent State University</b>			
<b>Jobsite posting of prevailing wage rates located:</b>			
<b>Prevailing Wage Coordinator</b>		<b>Employee</b>	
Kent State University's Prevailing Wage Coordinator		<b>Employee's Name:</b>	
Kent State University Office of the University Architect		<b>Street Address:</b>	
Suite 101 Harbourt Hall, 615 Loop Road, P.O. Box 5190		<b>City:</b>	
Kent, Ohio 44242-0001		<b>State / ZIP Code:</b>	
Telephone: 330-672-3880		<b>Telephone:</b>	
<b>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.</b>			
<b>Classification</b>	<b>Prevailing Wage Rate Total Package</b>	<b>Minus Your Fringe Benefits</b>	<b>Your Hourly Base Rate</b>
<b>Hourly fringe benefits paid on your behalf by this company.</b>			
<b>Fringe</b>	<b>Amount</b>	<b>Fringe</b>	<b>Amount</b>
Health Insurance		Holiday	
Life Insurance		Sick Pay	
Pension		Training	
Bonus		Vacation	
Other		<b>TOTAL HOURLY FRINGES</b>	
<b>Contractor's Signature:</b>		<b>Date:</b>	
<b>Employee's Signature:</b>		<b>Date:</b>	



**Department  
of Commerce**

Division of Industrial Compliance

**Affidavit of Compliance with Prevailing Wages**

I, \_\_\_\_\_  
(Name and Title of Person signing Affidavit)

do hereby certify that the wages paid to all employees of:

\_\_\_\_\_  
(Company Name)

for all hours worked on the:

Project No. KSU-\_\_\_\_\_

\_\_\_\_\_  
(Project Name)

Kent State University, \_\_\_\_\_ Campus in \_\_\_\_\_ County

\_\_\_\_\_  
(Project Location: Building, Address, City, Ohio ZIP Code)

project, during the period from \_\_\_\_\_ to \_\_\_\_\_  
(Dates Company worked on the Project)

are in 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.**





Bureau of Workers' Compensation

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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.  
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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

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

v: 330-672-3880 • f: 330-672-2648 • web site: [www.kent.edu/universityarchitect](http://www.kent.edu/universityarchitect)



**OFFICE OF THE  
UNIVERSITY ARCHITECT**

## 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, CM, 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, CM, or DB 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.



Department of  
Administrative Services

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Matt Damschroder, Director

00/00/2019

Contractor Contact Person  
Contractor Business Name  
Business Address  
City, State ZIP Code

Subject: Certificate of Compliance Certification  
Status: Approved  
Effective Dates: 00/00/2019 through 00/00/2019

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues <CONTRACTOR NAME> a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires the Division to review affirmative action programs and plans of each company desiring to participate on state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, the Division has found no such violation(s).

Please be advised that for <CONTRACTOR NAME> to maintain certification status, <CONTRACTOR NAME> must continue to ensure equal employment opportunities in accordance with applicable State and Federal EEO laws, rules, regulations and guidelines, and meet those contractual obligations for which Contractor Name has agreed.

Sincerely,

Eric M. Seabrook  
Deputy Director  
State EEO Coordinator



# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

**OHIO DEPARTMENT ADMINISTRATIVE SERVICES, EQUAL OPPORTUNITY DIVISION'S (DAS/EOD)  
CONSTRUCTION COMPLIANCE PROGRAM OVERVIEW**

Contractors and subcontractors must comply with equal employment opportunity (EEO) and affirmative action requirements while performing on state and state assisted construction contracts. EEO obligations include utilization goals for minority and women in the contractor's construction workforce during the performance of a state contract. The minority utilization goals vary by geographical area and the female participation goal is 6.9% for all construction trades statewide.

Pursuant to the Ohio Administrative Code 123:2-3-02(A)(b), contractors and subcontractors that do not meet the state utilization work hour goals must implement and demonstrate a good faith effort to make the following state specific affirmative action steps work toward the accomplishment of the state's utilization work hour goals. Sanctions and penalties shall be imposed on contractors that failed to meet the goals of an affirmative action program.

The State of Ohio, Construction Compliance Program is designed to monitor contractors and subcontractors to verify the implementation and adherence to an affirmative action program pursuant to OAC 123:2-1 through 123:2-9-01. It is the responsibility of each contracting agency to develop a program to assist contractors' through conference, conciliation, mediation, and persuasion to accomplish the goals and objectives of State of Ohio's affirmative action program.

**Minority Participation Goals – OAC 123:2-3-02 (1)(a)**

**Cincinnati**

Asbestos Workers	9%
Boilermakers	9%
Carpenters	10%
Elevator Constructors	11%
Floor Layers	10%
Glaziers	10%
Lathers	10%
Marble, Tile & Terrazzo Wrks.	8%
Millwright	10%
Operating Engineers	11%
Painters	11%
Pipe Fitters	11%
Plasterers	10%
Plumbers	11%
Sheet Metal Workers	11%
Other Trades	11%

**Akron**

ALL TRADES	10%
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**Dayton**

ALL TRADES	11%
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**Cleveland**

Asbestos Workers	17%
Boilermakers	10%
Carpenters	16%
Electricians	20%
Elevator Constructors	20%
Floor Layers	11%
Glaziers	17%
Ironworkers	13%
Operating Engineers	17%
Painters	17%
Pipe Fitters	17%
Plasterers	20%
Plumbers	17%
Roofers	17%
Other Trades	17%

**Columbus**

ALL TRADES	10%
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**Toledo**

ALL TRADES	9%
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**Youngstown**

ALL TRADES	9%
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**Female Participation Goal – OAC 123:2-3-05**

Statewide goal for all construction trades – 6.9%

## **CONTRACTOR AND SUBCONTRACTOR EEO RESPONSIBILITIES**

Contractors and subcontractors must comply with the State of Ohio's affirmative action program requirements to employ minorities and women in the company's construction trades pursuant to the Ohio Administrative Code (OAC) 123:2-3 through 123:2-9. While a contractor performs on state and state-assisted construction contracts, they must comply with all applicable nondiscrimination and affirmative action laws, rules and regulations.

### **OVERVIEW: Contractor's EEO Responsibilities:**

#### **Certificate of Compliance**

- Secure a valid Certificate of Compliance with an affirmative action program from the Department of Administrative Services, Equal Opportunity Division, pursuant to Ohio Revised Code 9.47 and 153.08. All contractors bidding on state and state-assisted construction contracts must have a valid Certificate of Compliance issued by the State EEO Coordinator.

#### **Affirmative Action Plan/Program**

- Adopt the State of Ohio's Affirmative Action Program (OAC 123:2-3-02 through 123:2-9-01) which include:
  - **Minority participation goals** for each construction trade [OAC 123:2-3-02]
  - **Female participation goal** for each construction trade is **6.9%** statewide [OAC 123:2-3-05];  
**OR**  
*Develop and submit an acceptable affirmative action program to contracting agency [OAC 123:2-3-04]*

#### **Implementation of affirmative action programs OAC 123:2-3-03**

- A. Contractors' and subcontractors' ratio of utilization work hours shall remain substantially uniform for all jobs and trades, during the performance of the state contract.
- B. Contractors and subcontractors are prohibited from transferring minority and/or women employees from contractor to contractor for the sole purpose of meeting the contractor's or the subcontractor's utilization work hour goals.
- C. Contractors and subcontractors must keep all records and file all reports, including minority and women utilization work hour reports, as required by the director of administrative services.
- D. Contractors and subcontractors are prohibited from using an affirmative action program to discriminate against any person on account of race, color, religion, sex or national origin.
- E. A contractor's or subcontractor's failure to adopt the state's affirmative action program or submit an acceptable affirmative action program shall result in the contractor or subcontractor being found to be not responsive.
- F. A contractor's or subcontractor's failure to submit monthly utilization work hour reports shall be a basis for invoking any of the sanctions set forth in rule 123:2-7-01 of the Administrative Code.
- G. This rule is applicable to the implementation of all affirmative action programs.

#### **Failure to meet employment goals OAC 123:2-3-02(A)(1)(b)**

Contractors and subcontractors that do not meet the state utilization work hour goals must implement and demonstrate a good faith effort to make the following state specific affirmative action steps work toward the accomplishment of the state's utilization work hour goals.

- Maintenance of a file of minority and women job applicants and the action taken regarding each applicant, including the reasons therefore.
- Notification to the contracting agency of any labor union practice that impedes the equal employment of minorities and women, including the union's failure to refer minority and women applicants back to the contractor or subcontractor after the contractor's or subcontractor's referral of the applicant to the union.
- Publication and implementation of an equal employment opportunity policy within the contractor's organization.
- Evaluation of contractor's or subcontractor's employment practices, including job classifications, promotions, recruitment and seniority designations, for discriminatory impact.
- Maintenance of records detailing contractor or subcontractor efforts to recruit minorities and women.
- Participation in community training programs designed for minorities and women.
- Solicitation of subcontracts with minority and women contractors and/or subcontractors, including contracts for supply purchases.



#### **Accomplishment of Affirmative Action Programs - OAC 123:2-3-04(E)**

A contractor or subcontractor will have met the goals of the applicable affirmative action program, either the state's affirmative action program or a contractor or subcontractor developed and state approved affirmative action program, if the contractor or subcontractor can establish one of the following:

- 1) The contractor's or subcontractor's utilization work hours for minorities and women meet or exceed the goals of the affirmative action program for the total of all the contractor's or subcontractor's projects within the designated geographic areas.
- 2) The contractor or subcontractor is a member of a contractor association or other employer organization which has as one of its purposes expanded utilization work hours for minorities and women and the total utilization work hours of minorities and women, by all member contractors and subcontractors of the association or organization on all projects in which they are involved within the designated area, meet the utilization work hour goals for the designated geographic area.
- 3) The contractor or subcontractor has a collective bargaining agreement with a labor union that supplies the contractor or subcontractor with over 80 percent of the contractor's or subcontractor's needed workforce and the total utilization work hours in the crafts the labor union has referred on all projects within the designated area meet the utilization work hour goals for the designated geographic area.
- 4) The contractor, subcontractor or the employer association to which the contractor or subcontractor belongs has a collective bargaining agreement with a labor organization that supplies the contractor or subcontractor with over 80 percent of the contractor's or subcontractor's needed workforce in a particular trade. Such labor organization is subject to a court order or a consent decree containing an affirmative action program and the labor organization meets the requirements of the affirmative action program.

#### **Discrimination - OAC 123:2-3-04(F)**

Where the contractor or subcontractor has denied any person equal employment opportunity, the contractor or subcontractor will not have met the goals of the contractor's or subcontractor's affirmative action program.

#### **Reporting Work Hours - OAC 123:2-9**

##### **Ohio Construction Contract Report - Input Form 29:**

All prime *and* subcontractors regardless of the number of employees or the state contract amount *are* required to submit monthly utilization reports (Input Form 29) covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract. Work hours must be electronically submitted through EOD's website.

#### **EEO Policies**

- Post company's EEO and Sexual/Anti Harassment policies in conspicuous locations at all construction job sites and business location.
- Post Federal EEO posters in conspicuous locations at all and business location.
- Maintain a working environment free of discrimination, harassment, intimidation and coercion.

# 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

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## 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

# DAS Directive

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

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



## 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 9<sup>th</sup> 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

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

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