

RESOLUTION APPROVING THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, CONNEAUT PUBLIC LIBRARY AND UNION INDUSTRIAL CONTRACTORS INC. FOR THE DESIGN BUILD FOR THE EVENTS CENTER PROJECT LOCATED IN THE CITY OF CONNEAUT THROUGH CDBG NEIGHBORHOOD REVITALIZATION PROGRAM GRANT, PLANNING AND DEVELOPMENT DEPARTMENT

WHEREAS, Jake Brand, Director of Planning & development, has presented a contract for the approval of the Board, to-wit:

Scope: Third party agreement for design build of the Event Center for the Conneaut Public Library.

Parties: Ashtabula County Commissioners, 25 W. Jefferson St., Jefferson OH 44047
Conneaut Public Library, 304 Buffalo Street, Conneaut, OH 44030
Union Industrial Contractors, Inc. 1800 East 21st Street, Ashtabula, OH 44004

Cost: \$244,000.00 from CDBG \$56,000 out of RLF, total project costs \$300,000.00

Term: begins upon board approval and completed no later than August 31, 2023; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the contract, as noted above, is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-275

May 16, 2023

RESOLUTION APPROVING THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, CONNEAUT PUBLIC LIBRARY AND UNION INDUSTRIAL CONTRACTORS INC. FOR THE DESIGN BUILD FOR THE EVENTS CENTER PROJECT LOCATED IN THE CITY OF CONNEAUT THROUGH CDBG NEIGHBORHOOD REVITALIZATION PROGRAM GRANT, PLANNING AND DEVELOPMENT DEPARTMENT

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Absent
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AIA® Document A141® – 2014 Exhibit

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated October 2022 and Exhibit A - "Agreement")

(In words, indicate day, month, and year.)

for the following PROJECT:

(Name and location or address)

Events Center Project
304 Buffalo Street
Conneaut, Ohio 44030

THE OWNER:

(Name, legal status, and address)

Conneaut Public Library
304 Buffalo Street
Conneaut, Ohio 44030

THE DESIGN-BUILDER:

(Name, legal status, and address)

Union Industrial Contractors, Inc.
1800 East 21st Street
Ashtabula, Ohio 44004

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

A.1

(Paragraphs deleted)

INFORMATION UPON WHICH AMENDMENT IS BASED

A.2 DESIGN-BUILDER'S PERSONNEL

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

ARTICLE A.1 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.1.1 The

(Paragraphs deleted)

Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.1.1.1 The Supplementary and other Conditions of the Contract provided in CDBG FORMS and as follows:

1. CDBG Supplementary Instructions to Bidders
2. CDBG Supplemental Conditions
3. Section 3 Plan Format
4. Contractor Information for CDBG Project Status Reports
5. Subcontractor Information for CDBG Project Status Reports
6. Federal Labor Standards Provisions

§ A.1.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Refer to Exhibit A

§ A.1.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Refer to Exhibit A

(Paragraphs deleted)

ARTICLE A.2 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

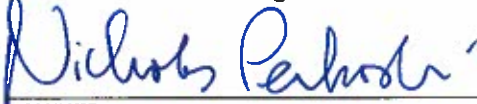
§ A.2.1 The Design-Builder's key personnel are identified below:

(Identify name, title, and contact information.)

- .1 Superintendent

Refer to Exhibit A

This Amendment to the Agreement entered as of May 1, 2023.



OWNER (Signature)

Nicholas Perkoski, Library Board President

(Printed name and title)



DESIGN-BUILDER (Signature)

Ryan Cochran, President

(Printed name and title)

Init.

ASHTABULA COUNTY COMMISSIONERS (Signature)

(Printed name and title)

COUNTY PROSECUTOR (Signature)

Colleen M. O'Toole, Prosecutor
(Printed name and title)

(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)

CDBG Recipient fiscal responsibility:

Total contract sum of \$683,930.00 of which the CDBG recipient is responsible to pay an amount not to exceed \$300,000.00 (amount from NRG \$244,000.00, amount from RLF \$56,000.00) of the contracted amount.

CDBG Recipient payment procedures:

Upon recommendation of the Engineer, the Owner will submit a payment request along with accompanying prevailing wage documentation, certified payroll and site pictures to the CDBG Recipients to pay in accordance with Article X - payment procedures. Upon submittal of required documentation is received and checked for compliance by CDBG Recipient, payment to the Contractor will be processed.

CDBG Recipient hold harmless:

The Owner and Contractor agree to hold the Ashtabula County Board of Commissioners (CDBG Recipient) harmless from and against claims, damages, losses and expense, including but not limited to attorney's fees, arising out of/or resulting from negligence or misconduct in relation to the work defined in the contract.

ASHTABULA COUNTY COMMISSIONERS - CDBG Recipient


Casey Kozlowski, President of the Board

Init.

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2023 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

NWS 2701.511.533-650.0102 -Grants/Allocations not to exceed \$300,000.00

Agreement Title: THE DESIGN BUILD FOR THE EVENTS CENTER PROJECT LOCATED IN THE CITY OF CONNEAUT THROUGH CDBG NEIGHBORHOOD REVITIALTION PROGRAM Grant

Between: THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BAORD OF COMMISSIONERS, CONNEAUT PUBLIC LIBRARY AND UNION INDUSTRIAL CONTRACTORS INC.



David Thomas
Ashtabula County Auditor

Date: _____

5/16/23

EXHIBIT
CDBG FORMS

CDBG SUPPLEMENTARY INSTRUCTION TO BIDDERS

1. Wages and Salaries

- A. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.
- B. The rates of pay set forth under the Federal Labor Standards Provisions (Form HUD 4010) are the minimums to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

2. Equal Employment Opportunity

- A. Affirmative action to ensure Equal Employment Opportunity in Federally assisted programs is a contractual obligation required by Executive Order 11246; it is, therefore, incumbent on Bidders to review Equal Employment Opportunity regulations and requirements in preparing and submitting Affirmative Action Programs and Certifications.
- B. For projects in areas covered by Equal Employment Opportunity Goals, a Contractor/Bidder will be deemed committed to the goals of Executive Order 11246 by submitting a properly signed Bid.
- C. Prior to the award of Housing and Urban Development (HUD) assisted Contract, Contractors and Subcontractors must be approved by HUD, Area Office/Insuring Office, Equal Opportunity Division.
- D. The successful Bidder will be encouraged to solicit Bids for Subcontractors from available minority Subcontractors including circulation of Bid Invitations to Minority Contractors Associations (Executive Order 11625).
- E. Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin, familial status, or handicap. See Federal Wage Rates.
- F. Attention of Bidders is also particularly called to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended and set forth in 24 CFR Part 75 for ensuring that, to the greatest extent feasible in connection with work covered by this Contract, opportunities for training and employment be made available to lower income residents of the Project Area and that Contract work be awarded to business concerns which are located in and owned in substantial part by residents of the Project Area. Contractors and subcontractors are required to report the Section 3 status of all employees working on the job and submit Section 3 Utilization reports as required.
- G. The Bidder's attention is called to the fact that he will not maintain or provide for employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any locations under his control where segregated facilities are maintained.

The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations under his control where segregated facilities are maintained. The Bidder agrees that a breach of this Certification will be a violation of the Equal Opportunity Clause in any Contract resulting from the acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical Certifications from proposed Subcontractors for specific time periods) he will obtain identical Certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such Certification in his files.

3. Pre-Construction Conferences

Prior to the start of any work in this Contract, the successful Bidder as Contractor and any Subcontractor shall attend Pre-Construction Conferences. The purpose of the Conference shall be to establish methods to develop an Affirmative Action Program which will have the result of assuring there is minority group representation in all phases of the work and to apprise the Contractor and all available Subcontractors of their responsibilities and obligations regarding the Federal Labor Standards Provisions contained in the Contract Documents.

4. Equal Employment Opportunity Guidance

The following forms, instructions, and directives are furnished for the information and assistance of Bidders complying with Executive Order 11246.

5. Labor Standards Provisions Guidance

Each Bidder's attention is called to the Federal Labor Standards Provisions of the Contract Documents. Federal Labor Standards establish minimum wage rates.

6. Compliance with the Copeland Act

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

7. Access to Records

The State of Ohio, the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

8. Records and Audits

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

9. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Interest of Other Local Public Officials

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

11. Interest of Contractor and Employees

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

**Community Development Block Grant (CDBG)
Supplemental Conditions**

Note: If any of these supplemental conditions are addressed in other areas of the contract documents the more stringent of the requirements will be enforced.

1. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

2. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Community, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Community for damages sustained by the Community by virtue of any breach of the Contract by the Contractor, and the Community may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Community from the Contractor is determined.

3. Termination for Convenience. The Community may terminate this Contract at any time giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Community as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

4. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided by the Community setting forth the provision of this non-discrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
- c. The Contractor will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Community's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Community's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Community's Department of Housing and Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Civil Rights Act of 1988, as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin,

be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. Section 109 of the Housing and Community Development Act, as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities.
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training an employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided

to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors an assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

8. Compliance with the Copeland Act. The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
9. Compliance with the Davis-Bacon Act. The Contractor shall comply with the Davis-Bacon Act the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
10. Compliance with §103 and §107 of the Contract Work Hours and Safety Standards Act.
 - a. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph a of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph a of this section.
 - c. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act with is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph b of this section.
 - d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a through d of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a through d of this section.

11. Reports and Information. The Contractor, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
12. Patent Rights. No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the contractor.
13. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.
14. Access to Records. The State of Ohio, the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
15. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Community.
16. Compliance with §306 of the Clean Air Act and §508 of the Clean Water Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.
17. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
18. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and the Contractor shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
19. Interest of Member of the Governing Body. No member of the governing body of the Community and no other officer, employee, or agent of the Community, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any

personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

20. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
21. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.
22. Changes.
 - a. The Community may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by between the Community and the Contractor, shall be incorporated in written amendment to this Contract.
 - b. Change orders must be prepared by the construction inspector and/or architect/engineer. The locality must approve and authorize change orders before they are given to the contractor.
23. Personnel.
 - a. The Contractor represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Community.
 - b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
24. Assignability. The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Community thereto: Provided, however, that claims for money by the Contractor from the Community under this Contract may be assigned to a bank, trust company, or other financial

institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

25. Supervision. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
26. Claims Against Contractor. The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fail to do so, the Owner, may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments in good faith.
27. Subcontracting.
 - a. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.
 - b. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
 - c. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

28. Time.

- a. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- b. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- c. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

29. Completion of Work.

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

30. Work Inspection and Payment Process.

- a. Upon receiving the Notice to Proceed, the contractor must submit to the locality a cost breakdown showing the amount assigned to each portion of the work. This breakdown is not required when per unit prices form the basis of payment under the contract. This breakdown must be reviewed by the locality and the architect/engineer and used as the

basis for requests for payment. This breakdown should be submitted within 10 days of the Notice to Proceed.

- b. The construction inspectors must check for quality and quantity control. Quality control must include quality tests as necessary to verify conformance with technical specifications concerning minimum quality requirements. Quantity control must include verification of in-place quantities and other records reflecting the as-built facility.
- c. Upon completion of agreed quantities of work, the contractor may submit to the locality requests for partial or progress payments. Written inspection reports must accompany the contractor's request for partial payment.
- d. Inspection reports, copies of field measurement notes, and test results used to verify contractor's periods pay estimate for partial payment should be attached and filed with the periodic estimate for partial payment.
- e. Upon receipt of certificates for partial payment and necessary documentation, the locality must check Equal Opportunity and Labor Standards compliance files to ensure that all requirements have been met.
- f. Payment to the Contractor shall be made by the Owner, according to the following schedule (as determined by community):
- g. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved progress schedule from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the contractor. A turnaround time of 20-30 days is expected before said funds are forwarded to the Owner.
- h. It is important that the progress schedule be based on achievable goals, and that the Contractor makes every effort to meet target dates. The Owner may hold the proceeds of a CDBG drawdown for only 15 days. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned and a new drawdown requested. This causes delay in making payments to contractors.

31. Liquidated Damages.

- a. Liquidated damages are a percentage of the contract price withheld from payment as insurance against breach of contract with respect to the payment of estimated labor costs.
- b. Partial payment to the contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two percent of the estimates prepared by the contractor and approved by the architect/engineer. All labor performed after the job is fifty percent completed shall be paid for at the rate of one hundred percent of the estimates submitted by the contractor and approved by the architect/engineer.

32. Permits. Unless otherwise stated in the Bid Documents, the Contractor is responsible for obtaining and paying for all necessary permits and licenses for the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he/she shall promptly notify the owner in writing.
33. Insurance.
- a. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
 - b. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.
 - c. Worker's Compensation
All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the state of Ohio.
 - d. Contractor's Liability Insurance
 - i. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
 - ii. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
 - iii. Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

- iv. Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.
 - v. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.
 - vi. The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.
- e. **Builder's Risk Insurance**
Each Contractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.
- f. **Installation Floater Insurance**
When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.
- g. The Policies as listed above shall all contain all the following special provisions:
- i. "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the contract owner."
 - ii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.
 - iii. Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
 - iv. Prior to commencement of any work under Contract, the Contractor shall furnish

one (1) copy of Declaration of Insurance as evidence of coverage.

Required Contract Certifications/Notifications

1. Non-Collusion Affidavit
Affidavit should state that the bid or proposal is genuine, is not done in the interest or on behalf of any unnamed person, and that the bidder has not conspired with or solicited another company to create a fake bid for comparative purpose, has not asked competitors to refrain from bidding, and has not conspired with a competitor or other company to create an unfair advantage over other bidders
2. Delinquent Property Tax Certification
Bidders must submit a statement affirming that they have no outstanding property tax liability in the county in which the locality is located. This statement must be made under oath and submitted to the locality's fiscal officer.
3. Worker's Compensation Certification
Ohio law requires bidders who operate within the state to provide workers' compensation coverage for their employees. A certificate of premium paid must be retained with the contract document.
4. Handicapped Access Certification
Upon completion of the working drawings, the architect or engineer shall execute a certification to the effect that applicable standards of accessibility by the handicapped. If the project is exempt from these standards, the basis for this exemption must be specified. This certification must be co-signed by a local official.
5. Attorney's Review Certification
For procurement of construction costing over \$5,000, the contract documents must be reviewed in their entirety by the locality's attorney after contract signing to ensure compliance with applicable state and local law. The state reserves the right to review the package in order to ensure inclusion of all applicable CDBG terms and conditions
6. Auditor's Certification
The availability of funds for the contract must be certified by the locality's financial officer.
7. Notice of Award
8. Notice to Proceed

Bid Bonding/Guarantees

1. A bid guarantee shall be in the form of either a surety bond in the full amount of the contract or a certified check, cashier's check, or letter of credit in the amount of ten percent of the bid, and a contract bond/performance bond or letter of credit for the full amount of the contract.

POSTERS

The project site shall be posted with the following posters and information in a conspicuous place:

- A. Poster “Notice to All Employees Working on Federal or Federally Financed Construction Projects.”
- B. A copy of the appropriate general wage decision.
- C. Poster “Equal Employment Opportunity is the Law.”
- D. Poster “Ohio Minor Labor Laws.”
- E. Poster “Job Safety and Health Protection.”

INSERT POSTERS HERE
(PAGES CDBG.SC.15 – CDBG.SC.22)
See CDBG posters.pdf

CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned, Ryan Cochran, President, the duly authorized representative of Union Industrial Contractors, Inc. (hereinafter referred to as the Contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents and all of the conditions surrounding these provisions including but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of Federal Prevailing Wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the Federal Wage Rates, and forwarding same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: _____

(Signature)

DATE: _____

5/3/2023

TITLE: _____

PRESIDENT

CONTRACTOR

Section 3 Plan Format

Union Industrial Contractors, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses with the Conneaut Public Library Events Center.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from with the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.*
- E. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis whenever feasible when let in Section 3 covered project areas.*
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To submit, at a minimum, monthly Section 3 Utilization Report to CDBG program official listing employees working on the project, their Section 3 status, and the labor hours worked.

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

J. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.



Signature

5/3/2023
Date

PRESIDENT

Title



Signature

5-3-23
Date

PROJECT MANAGER

Title

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE
C/O	PROJECT NUMBER (If any) 220338
	Conneaut Public Library Events Center

1. The undersigned, having executed a contract with Conneaut Public Library for the construction of the above-identified project, acknowledges that
 - (a) The Labor Standards Provisions are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors is his responsibility:

2. He certifies that
 - (a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended [40 U.S.C. 276a-2(a)].
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten (10) days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that
 - (a) The legal name and the business address of the undersigned is _____

 - (b) The undersigned is
 - (1) A single Proprietorship
 - (2) A Corporation organized in the State of OHIO
 - (3) A Partnership
 - (4) Other Organization (Describe) _____

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

NAME	TITLE	ADDRESS
RYAN COCHRAN	PRESIDENT	2405 ASHBROOK DR., ASHTABULA, OH 44004

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest: (If none, so state)

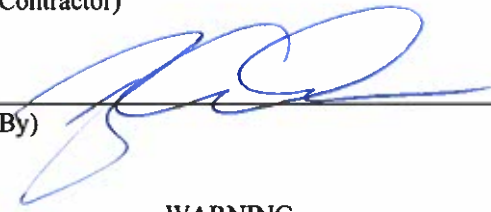
NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

NAME	ADDRESS	TRADE CLASSIFICATION

5/3/2023
Date

Union Industrial Contractors, Inc.
(Contractor)

(By) 

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR
Union Industrial Contractors, Inc.

PROJECT NUMBER (If any)
220338

INSTRUCTIONS

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

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CONTRACTOR'S CERTIFICATION

Name and address of Bidder (Include ZIP Code)

Ryan Cochran, President
Union Industrial Contractors, Inc.
1800 E. 21st Street
Ashtabula, Ohio 44004

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

Yes No

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

Yes No

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

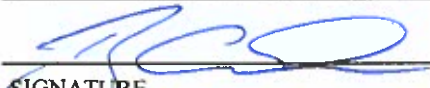
Yes No

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

Yes No

NAME AND TITLE OF SIGNER (Please print or type)

RYAN COCHRAN - PRESIDENT



SIGNATURE
Modeled after form HUD-12

5/3/2023

DATE

CERTIFICATION OF BIDDER REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Union Industrial Contractors, Inc.
Name of Prime Contractor

Conneaut Public Libraty Events Center
Project Name

220338
Project Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract.
- (b) Section 3 Worker Status Certification forms will be submitted for each worker when they report for work on project and Section 3 Utilization Reports will be submitted monthly at a minimum.
- (c) No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please print or type)

RYAN COCHRAN - PRESIDENT



SIGNATURE

5/3/2023

DATE

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned BIDDER, Union Industrial Contractors, Inc., certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The BIDDER certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis or race, color, religion, or national origin, because of habit, local custom, or otherwise. The BIDDER agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 5/3/2023



(Signature of Bidder's Representative)

RYAN COCHRAN

(Printed or Typed Name of Representative)

PRESIDENT

(Title of Bidder's Representative)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief that

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name RYAN COCHRAN

Title PRESIDENT

Date 5-3-23

SUBCONTRACTORS

Company Name ACTION PLUMBING			Federal ID #
City & Zip Code ASHTABULA, OH 44005			Amount of Contract TBD
Payroll Officer	Telephone Number 440-964-7878	Fax Number N/A	Email Address ACTION PLUMBING 440 @ GMAIL.COM

Company Name BSE ELECTRICAL CONTRACTORS			Federal ID #
City & Zip Code ASHTABULA, OH 44004			Amount of Contract TBD
Payroll Officer	Telephone Number 440-997-5915	Fax Number 440-997-5917	Email Address BSEKON@GWLMAIL.NET

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

***Please Submit Extra Sheet if Necessary**

CURRENT TOTAL WORKFORCE BREAKDOWN

COMPANY: Union Industrial Contractors, Inc.

DATE: 5-3-23

List Total Workforce (All Employees) for the Company

Job Category	Total Employees	Female	Caucasian	African American	Spanish American	American Indian	Asian	Other
Officers/ Supervisors	3	1	2					
Professionals	1		1					
Technicians								
Housing/Sales/ Rental/Mgmt.								
Office/ Clerical	2	2						
Service Workers	3		3					
Journeyman	25		24	1				
Helpers								
Apprentices	3	1	1	1				
Trainees								
Trade:								
Trade:								
Other:								
Other:								
TOTAL:								

***List Construction Trade / Other Job Title**

Business Name Union Industrial Contractors, Inc.			Date Completed 5 / 3 / 23
Conneaut Public Library Events Center			City CONNEAUT
EEO Officer JESS HUFFMAN	Telephone Number 440-998-7871	Fax Number 440-998-0026	Email Address JHUFFMAN@UICCONSTRUCTION.COM

PROPOSED PROJECT WORKFORCE BREAKDOWN

Job Category	Total Employees	Female	Caucasian	African American	Spanish American	American Indian	Asian	Other	# of positions not current occupied	# of positions to be filled with SEC 3 persons
Officers/ Supervisors	1		1							
Professionals	1		1							
Technicians										
Housing/Sales/ Rental/Mgmt.										
Office/ Clerical	1	1								
Service Workers										
Journeyman	4		4							
Helpers										
Apprentices	1			1						
Trainees										
Trade:										
Trade:										
Other:										
Other:										
TOTAL:										

List ONLY the Employees that will be Working on the Project

***List Construction Trade / Other Job Title**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE
C/O	PROJECT NUMBER (If any) 220338
	PROJECT NAME Conneaut Public Library Events Center

1. The undersigned, having executed a contract Union Industrial Contractors, Inc.
for the following work:

_____ in the amount of _____ for the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
 - (b) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended [40 U.S.C. 276a-2(a)].
 - (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the Contractor for transmittal to the recipient within ten (10) days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractors, in duplicate.

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

3. He certifies that

- (a) The legal name and the business address of the undersigned are

- (b) The undersigned is

- _____ (1) A single Proprietorship
- _____ (2) A Corporation organized in the State of _____
- _____ (3) A Partnership
- _____ (4) Other Organization (Describe) _____

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

NAME	ADDRESS	TRADE CLASSIFICATION

Date

(Subcontractor)

(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

NAME OF PRIME CONTRACTOR
Union Industrial Contractors, Inc.

PROJECT NUMBER (If any)
220338

INSTRUCTIONS

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

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

SUBCONTRACTOR'S CERTIFICATION

Name and Address of Subcontractor (Include ZIP Code)

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

_____ Yes _____ No

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

_____ Yes _____ No

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

_____ Yes _____ No

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

_____ Yes _____ No

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

CERTIFICATION OF SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Conneaut Public Library Events Center
Project Name

220338
Project Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) Section 3 Worker Status Certification forms will be submitted for each worker when they report for work on project and Section 3 Utilization Reports will be submitted monthly at a minimum.
- (c) No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS


(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

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

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

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraphs 1 through 4 of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.



Signature

PRESIDENT

Title

5/3/2023

Date

ECONOMIC OPPORTUNITY FOR LOW AND VERY LOW-INCOME PERSONS

SECTION 3

1. **Background** – Section 3 is a statutory provision which requires that HUD administer its programs providing direct financial assistance so that, to the greatest extent feasible, opportunities for job training, employment and contracting are given to lower income persons and firms in the area in which a HUD-assisted project is located. The Assistant Secretary for Fair Housing and Equal Opportunity has been delegated the responsibility for implementing this statutory provision. Section 3 is directed toward lower income residents and local businesses. Its legislative history reveals that Section 3 was originally designed to stimulate jobs and contracts for those persons who would be the beneficiaries of HUD's program assistance, primarily through large construction projects.
2. **Purpose** – Section 3 does not require the creation of jobs for low-income persons or for anyone simply for the sake of creating economic opportunities. Section 3 requires that when employment or contract opportunities are generated by a recipient of HUD financial assistance because it necessitates the employment of additional personnel through individual hiring or awards of contracts for work, the recipient **must give preference in hiring** to low-income persons. In addition, it **must give preference in contracting** to certified Section 3 businesses that are owned by these persons or those that substantially employ low-income persons.

The Grant Recipient not only desires to include low-income persons in recruitment and solicitation efforts but also desires to undertake extra efforts to make these persons aware of the existence of the economic opportunities. Therefore, the City encourages applications for these opportunities and strives to award contracts to certified Section 3 businesses.

3. **Applicability** – Section 3 applies to the following assistance:
 1. Public Housing Assistance
 2. Housing and Community Development Assistance

This includes housing rehabilitation, housing construction and other public improvement activities.

Thresholds – Contractor and Subcontractor performing work on section covered project for which the amount assistance exceeds \$200,000.

A covered contract is a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials.

The requirements apply to the **entire project or activity** whether fully or partially funded by HUD Section 3 covered assistance.

4. **Benchmark Goals** – The recipient may demonstrate compliance to the “greatest extent feasible” as required by Section 3 to meet or exceed the following benchmark goals for Section 3 workers and Targeted Section 3 workers:
 - a. The benchmark for Section 3 workers is 25% or more of the total number of labor hours worked by all workers on a Section 3 project.
 - b. The benchmark for Targeted Section 3 workers is 5% or more of the total number of labor hours worked by all workers on a Section 3 project.

DEFINITIONS

A. Section 3 Worker:

1. Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD as determined below:

Ashtabula	County	Low (80%) Income Limits
Persons in Family		Income (less than)
1 Person		\$41,550
2 Persons		\$47,450
3 Persons		\$53,400
4 Persons		\$59,300
5 Persons		\$64,050
6 Persons		\$68,800
7 Persons		\$73,550
8 Persons		\$78,300

- b. The worker is employed by a Section 3 business concern (defined below).
 - c. The worker is a YouthBuild participant.
2. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
3. Nothing in this policy or 24 CRF 75 shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

B. Targeted Section 3 worker:

1. A Section 3 worker who is:
 - a. A worker employed by a Section 3 business concern: or
 - b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - i. Living within the service area or the neighborhood of the project (defined below);
or
 - ii. A YouthBuild participant.

C. Section 3 Business Concern:

1. A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - a. That is 51% or more owned and controlled by low or very-low-income persons.

- b. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers: or
 - c. It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
2. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
3. Nothing in this policy or 24 CFR 75 shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

D. Service area or the neighborhood of the project

1. An area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

For more information, go to:

https://www.hud.gov/program_offices/field_policy_mgt/section3

ECONOMIC OPPORTUNITY FOR LOW AND VERY-LOW INCOME PERSONS

SECTION 3 - CLAUSE

All Section 3 covered contracts shall include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulation in 24CFR Part 75, which implemented Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, **if any**, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of this notice in conspicuous places at the work site where both employees and applicants for training and employment position can see the notice. This notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. **The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24CFR Part 75**, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause. Upon finding that the subcontractor is in violation of the regulation in 24 CFR Part 75, the contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24CFR Part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Non-compliance with HUD's regulations in 24 CRF Part 75 may result in sanctions, termination of this contractor for default, and debarment or suspension from future HUD assisted contracts.

COMPANY NAME: Union Industrial Contractors, Inc.

FEDERAL TAX I.D. # 34-1254997

OWNER'S NAME: Ryan Cochran, President

OWNER'S SIGNATURE: _____

I certify that I have read the information above and understand the Section 3 requirements and numerical goals.

ECONOMIC OPPORTUNITY FOR LOW AND VERY-LOW INCOME PERSONS

SECTION 3 – MANDATORY SCREENING FORM

This business is located in Ashtabula County and registered with the State of Ohio as a legal business and performs the following services (check all that apply):


Business Name: Union Industrial Contractors, Inc. dba: Address: 1800 E. 21 st Street City & State: Ashtabula, Ohio Zip: 44004					Date Completed	
Person Completing This Form: RYAN COCHRAN			Telephone #: 440-998-7871	Fax Number #: 440-998-0026	Email Address: RYANCOCHRAN@UICCONSTRUCTION.COM	
LEGAL STATUS: MARK <input checked="" type="checkbox"/> ONE						
Sole Proprietor <input type="checkbox"/>	Corporation <input checked="" type="checkbox"/>	Partnership <input type="checkbox"/>	Limited Liability <input type="checkbox"/>	Other (describe) <input type="checkbox"/>	Date Established APRIL 1978	
Federal Tax ID or Social Security #: 34-1254997			If Applicable: MBE/FBE Expiration Date:		Total Number of Employees: 37	

<input type="checkbox"/>	Carpentry	<input type="checkbox"/>	Heating (HVAC)	<input type="checkbox"/>	Concrete/Asphalt
<input type="checkbox"/>	Painting	<input type="checkbox"/>	Environmental Cleaning	<input type="checkbox"/>	Asbestos
<input type="checkbox"/>	Electrical	<input type="checkbox"/>	Roofing	<input type="checkbox"/>	Lead Abatement
<input type="checkbox"/>	Plumbing	<input type="checkbox"/>	Window/Door Installation	<input type="checkbox"/>	Carpet/Floor Installation
<input type="checkbox"/>	Demolition/Excavation	<input type="checkbox"/>	Landscaping/Snow Plowing	<input type="checkbox"/>	Other:

Please check all that apply in the appropriate box.

- I have been certified as a Section 3 business by _____: or**
- I am interested in pursuing Section 3 Certification.**
 If you are interested in perusing this classification, additional information will be required. Assistance in explaining the documentation process will be made available to you. An instruction form detailing the required documentation also will be made available.
- As primary owner of this business, I believe that my income meets HUD's income guidelines or.**
- I believe at least thirty percent (30%) of the company's permanent, full-time employees are currently Section 3 residents, or within three (3) years of the date of first employment with the business my workers were Section 3 residents. A Section 3 resident meets the HUD low/moderate income definition. If further pursued, verification forms will be required.**

The undersigned is an authorized representative.

Printed Name: RYAN COCHRAN	Title: PRESIDENT
Signature: 	Date: 5/3/2023

This form is subject to all rules and regulations developed by the HUD Fraud, Waste and Abuse Office.

Contractor Information
For CDBG Project Status Reports

Contractors Company Name: UNION INDUSTRIAL CONTRACTORS

Contact Person: RYAN COCHRAN

Street Address: 1800 E. 21ST ST

City/State/Zip: ASHTABULA, OH 44004

Phone: 440-998-7871 Email: RYANCOCHRAN@UICCONSTRUCTION.COM

Contractor's Tax ID # or Social Security Number: 34-1254997

Contractor Status

Prime Contractor Subcontractor

Contractor or Subcontractor Business: Racial/Ethnic Codes

White Black
 American Indian/Alaskan Native Hispanic
 Asian/Pacific Islander Hasidic Jew

Women Owned Business

Yes No

Section 3 Contractor*

Yes No

* A business can be certified as Section 3 Contractor if any of the following apply:

- 1) The business is 51% or more owned by Section 3 residents
- 2) At least 30% of the business' permanent, full time employees are currently Section 3 residents or were Section 3 residents within the past 3 years
- 3) The business commits to subcontracting 25% of the dollar award of all subcontracts to Section 3 business concerns who meet the qualification of (1) or (2) above.

**RESIDENT DATA
SECTION 3 OPPORTUNITIES
ASHTABULA COUNTY, OHIO**

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident as defined in Section 135.5 (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident seeking Section 3 Preference in Training and Employment

I _____ am a legal resident of Ashtabula County and meet the income eligibility guidelines for low or very-low income persons as listed below.

My permanent address is: _____

I have attached the following documentation as evidence of my status

Copy of Lease Copy of receipt of Public Assistance

Copy of Evidence of participation in a Public Assistance program Other Evidence _____

Signature Date

Print Name

Section 3 Income Limits

All residents of public housing developments of the Ashtabula County Metropolitan Housing Authority qualify as Section 3 residents. Additionally individuals residing in Ashtabula County who meet the income limits set forth below, can also qualify for Section 3 status.

	Number in Household							
	1	2	3	4	5	6	7	8
Low Income	\$41,550	\$47,450	\$53,400	\$59,300	\$64,050	\$68,800	\$73,550	\$78,300
Very Low Income	\$25,950	\$29,650	\$33,350	\$37,050	\$40,050	\$43,000	\$45,950	\$48,950

CERTIFICATION FOR BUSINESSES
REGARDING SECTION 3 ELIGIBILITY
FOR ASHTABULA COUNTY

Name of Business UNION INDUSTRIAL CONTRACTORS
Street Address 1800 E. 21ST ST
City ASHTABULA State OH Zipcode 44004
Contact Person RYAN COCHRAN
Phone # 440-998-7871 Email RYAN.COCHRAN@VICONSTRUCTION.COM

Type of Business

- Corporation
 Partnership
 Joint Venture
 Sole Proprietorship
 Other (describe _____)

(Check one that applies, and attach documents evidencing formation of business entity)


A Section 3 resident is a public housing resident or an individual who resides in the metropolitan areas and who is considered to be a low (families whose income do not exceed 80% of area median income) to very-low (families whose incomes do not exceed 50% of area median income) income person.

The above business certifies that it is a Section 3 business concern based on: (check all that apply)

- ___ 1. The business is 51% or more owned by Section 3 residents.
___ 2. At least 30% of the business' permanent, full time employees are currently Section 3 residents or were Section 3 residents within the past 3 years.
___ 3. The business commits to subcontracting 25% of the dollar award of all subcontracts to Section 3 business concerns who meet the qualification of (1) or (2) above.

For all boxes that apply, please provide documentation showing proof of the information stated.

The undersigned certifies that the above statements are true, complete and correct to the best of his/her knowledge.



Signature
RYAN COCHRAN

Print Name

5/3/2023

Date

**SUBCONTRACTOR CERTIFICATION FOR BUSINESSES
REGARDING SECTION 3 ELIGIBILITY
FOR ASHTABULA COUNTY**

Name of Business _____
Street Address _____
City _____ State _____ Zipcode _____
Contact Person _____
Phone # _____ Email _____

Type of Business

- Corporation
- Partnership
- Joint Venture
- Sole Proprietorship
- Other (describe _____)

(Check one that applies, and attach documents evidencing formation of business entity)

A Section 3 resident is a public housing resident or an individual who resides in the metropolitan areas and who is considered to be a low (families whose income do not exceed 80% of area median income) to very-low (families whose incomes do not exceed 50% of area median income) income person.

The above business certifies that it is a Section 3 business concern based on: (check all that apply)

- ____ 1. The business is 51% or more owned by Section 3 residents.
- ____ 2. At least 30% of the business' permanent, full time employees are currently Section 3 residents or were Section 3 residents within the past 3 years.
- ____ 3. The business commits to subcontracting 25% of the dollar award of all subcontracts to Section 3 business concerns who meet the qualification of (1) or (2) above.

For all boxes that apply, please provide documentation showing proof of the information stated.

The undersigned certifies that the above statements are true, complete and correct to the best of his/her knowledge.

Signature

Date

Print Name

A. APPLICABILITY

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

(1) MINIMUM WAGES

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

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

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

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

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

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

DAVIS-BACON FEDERAL WAGE DECISION

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid the prevailing wage established by the U.S. Department of Labor under the Davis-Bacon and related Acts. This shall occur regardless of any contractual relationship which may be said to exist between the Contractor and any individual or any Subcontractor and any individual.

The Prevailing Wage Determination Schedule for this project is attached for review. These wages are subject to change pending modifications by the Department of Labor. Wage Determination Schedules can be viewed via the internet at <http://www.wdol.gov/dba.aspx>.



AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the October 2022 "Agreement")

(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Events Center Project
304 Buffalo Street
Conneaut, Ohio 44030

THE OWNER:

(Name, legal status and address)

Conneaut Public Library
304 Buffalo Street
Conneaut, Ohio 44030

THE DESIGN-BUILDER:

(Name, legal status and address)

Union Industrial Contractors, Inc.
1800 East 21st Street
Ashtabula, Ohio 44004

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

As defined in Master Agreement Exhibit B1.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed six-hundred eighty-three thousand nine hundred-thirty dollars (\$683,930), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

N/A

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

Refer to Exhibit AA1-Partial GMP

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

Alternate Architectural Enhancements

Alternate Masonry Walls for Events Center

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Allowances referenced in Exhibit AA1

init.

§ A.1.2.3.5 Davis Bacon Act (Prevailing Wage Rates, for Construction Contracts Only)

The requirements of the Davis Bacon Act will apply to all construction contracts exceeding the prevailing wage threshold levels established by the Ohio Wage and Hour Division.

Contractor is hereby notified that they will be required to pay minimum wages to all laborers and mechanics at a rate not less than the minimum wage specified in the wage determination made by the United States Secretary of Labor. The minimum wage so paid shall be that in effect ten (10) days before bid opening.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 5th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 30th day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

init.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of four percent (4%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work as follows:
(Paragraphs deleted)

Init.

(Table deleted)

(Paragraphs deleted) August 7, 2023

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Refer to Drawings

(Table deleted)

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Refer to Exhibit BB1 – Drawing List

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

None

.2 Contingencies

As defined in Master Agreement Exhibit B1.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

Refer to Exhibit AA1 – Partial GMP

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

Pre-Engineered structure selected by DB Team

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

N/A

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Dennis Bowman, P.E.
Union Industrial Contractors
1800 East 21st Street
Ashtabula, Ohio 44004

Init.

.2 Project Manager

Dennis Bowman, P.E.
(Paragraph deleted)
Union Industrial Contractors
1800 East 21st Street
Ashtabula, Ohio 44004

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

N/A

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

(Table deleted)

(Paragraphs deleted)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

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§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

Init.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has

init.

submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.


§ A.5.5 Accounting Records


The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.


OWNER (Signature)
Nicholas Perkosti
(Printed name and title)


DESIGN-BUILDER (Signature)
Ryan Cochran, PRESIDENT
(Printed name and title)

Additions and Deletions Report for AIA® Document A141® – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:13:42 ET on 02/09/2023.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the day of ~~in the year~~ (the October 2022 "Agreement")

...

Events Center Project
304 Buffalo Street
Conneaut, Ohio 44030

...

Conneaut Public Library
304 Buffalo Street
Conneaut, Ohio 44030

...

Union Industrial Contractors, Inc.
1800 East 21st Street
Ashtabula, Ohio 44004

PAGE 2

Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

...

~~§ A.1.2 Stipulated Sum~~

~~§ A.1.2.1 The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.~~

~~§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:~~

~~(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)~~

~~§ A.1.2.3 Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
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~~§ A.1.3 Cost of the Work Plus Design-Builder's Fee~~

~~§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

~~§ A.1.3.2 The Design-Builder's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)~~

...

As defined in Master Agreement Exhibit B1.

...

~~§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$—), six hundred eighty-three thousand nine hundred thirty dollars (\$683,930), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.~~

...

N/A

...

Refer to Exhibit AA1-Partial GMP

...

Alternate Architectural Enhancements
Alternate Masonry Walls for Events Center

...

None

...

Allowances referenced in Exhibit AA1

§ A.1.2.3.5 Davis Bacon Act (Prevailing Wage Rates, for Construction Contracts Only)

The requirements of the Davis Bacon Act will apply to all construction contracts exceeding the prevailing wage threshold levels established by the Ohio Wage and Hour Division.

Contractor is hereby notified that they will be required to pay minimum wages to all laborers and mechanics at a rate not less than the minimum wage specified in the wage determination made by the United States Secretary of Labor. The minimum wage so paid shall be that in effect ten (10) days before bid opening.

PAGE 3

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 5th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 30th day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than (—)thirty (30) days after the Owner receives the Application for Payment.

...

~~§ A.1.5.2 Progress Payments—Stipulated Sum~~

~~§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.~~

~~§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (—%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;~~
- ~~2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (—%);~~
- ~~3 Subtract the aggregate of previous payments made by the Owner; and~~
- ~~4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.~~

~~§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:~~

- ~~1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)~~
- ~~2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.~~

~~§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:~~

~~(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)~~

~~§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee~~

~~§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the~~

end of the period covered by the Application for Payment and for which Design Builder has made or intends to make actual payment prior to the next Application for Payment.

~~§ A.1.5.3.2~~ Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~1~~ Take the Cost of the Work as described in Article A.5 of this Amendment;
- ~~2~~ Add the Design-Builder's Fee, less retainage of ~~—~~ percent (~~—~~%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- ~~3~~ Subtract retainage of ~~—~~ percent (~~—~~%) from that portion of the Work that the Design-Builder self-performs;
- ~~4~~ Subtract the aggregate of previous payments made by the Owner;
- ~~5~~ Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

~~§ A.1.5.3.3~~ The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

PAGE 4

- ~~3~~ Add the Design-Builder's Fee, less retainage of ~~percent (—%)~~ four percent (4%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- ~~4~~ Subtract retainage of ~~percent (—%)~~ from that portion of the Work that the Design-Builder self-performs;
- ~~5~~ Subtract the aggregate of previous payments made by the Owner;
- ~~6~~ 5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~7~~ 6 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

...

~~§ A.2.2~~ The Design-Builder shall achieve Substantial Completion of the Work ~~not later than (—) days from the date of this Amendment, or as follows:~~

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

~~subject to adjustments of the Contract Time as provided in the Design-Build Documents.~~

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

August 7, 2023

PAGE 5

None

...

Refer to Drawings

Section	Title	Date	Pages
---------	-------	------	-------

...

Refer to Exhibit BBI – Drawing List

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

...

None

...

As defined in Master Agreement Exhibit B1.

...

Refer to Exhibit AA1 – Partial GMP

...

Pre-Engineered structure selected by DB Team

...

N/A

...

Dennis Bowman, P.E.
Union Industrial Contractors
1800 East 21st Street
Ashtabula, Ohio 44004

PAGE 6

Dennis Bowman, P.E.

~~3~~ Others
Union Industrial Contractors
1800 East 21st Street
Ashtabula, Ohio 44004

...

N/A

...

~~§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.~~

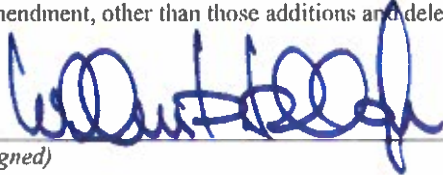
~~(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)~~

Person Included	Status (full time/part time)	Rate (\$0.00)	Rate (unit of time)
------------------------	-------------------------------------	----------------------	----------------------------

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:13:42 ET on 02/09/2023 under Order No. 4104237001 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

EXHIBIT AA1
PARTIAL GMP

**Partial GMP
Union Industrial Contractors**

Conneaut Public Library Event Center Project

Date: 2-Feb-2023

Total Building Square Footage: 1,747

No.	Description	Project Costs	Unit Cost	Remarks
Line Item Breakdown				
Direct Building Cost:				
1	Earthwork	\$ 34,500.00	\$ 19.75	Based on Attached Site
2	Site Utilities	\$ 29,300.00	\$ 16.77	Based on Attached Site
3	Amphatheatrer Structure - Furnish	\$ 114,595.00	\$ 65.60	
4	Amphatheatrer Structure - Install	\$ 78,500.00	\$ 44.93	
4A	<i>Alternate Architectural Enhancements</i>	<i>\$ 16,835.00</i>	<i>\$ 9.64</i>	<i>Corbels/Knee Braces not included</i>
5	Concrete	\$ 79,100.00	\$ 45.28	Based on Attached Site
6	Masonry	\$ 82,200.00	\$ 47.05	
6A	<i>Alternate Masonry Walls for Amphitheater</i>	<i>\$ 11,200.00</i>	<i>\$ 6.41</i>	<i>Includes Rear and Sides</i>
7	Carpentry	\$ 113,700.00	\$ 65.08	
8	Rough Carpentry		Incl.	
9	Door, Frames, & Finish Hardware		Incl.	
10	Casework		Incl.	\$5,500 Material Allowance
11	PVC Panel Ceiling		Incl.	
12	Restroom Accessories and Partitions		Incl.	
13	Roof Structure		Incl.	
14	Paint	\$ 6,500.00	\$ 3.72	Project Allowance
15	Plumbing	\$ 65,000.00	\$ 37.21	
16	HVAC	\$ 5,500.00	\$ 3.15	
17	Electrical	\$ 40,000.00	\$ 22.90	Project Allowance
	Subtotal Direct Building Cost:	\$ 676,930.00	\$ 387.48	w/ Allowances in Base Agreement
Indirect Costs:				
18	Performance Bond	\$ 5,500.00	\$ 3.15	
19	Building Permit	\$ 1,100.00	\$ 0.63	
20	Plumbing Permit	\$ 400.00	\$ 0.23	
	Subtotal Indirect Cost:	\$ 7,000.00	\$ 4.01	
	DB Amendment:	\$ 683,930.00		

EXHIBIT BB1
DRAWING LIST

DRAWING LIST BB1

SHEET #	SHEET NAME
<u>GENERAL</u>	
G100	COVER SHEET/DRAWING INDEX
G200	ADA DETAILS
<u>CIVIL</u>	
C001	GENERAL NOTES
C002	EXISTING SURVEY
C100	OVERALL SITE PLAN
C101	DIMENSIONED SITE PLAN
C102	GENERAL SITE DETAILS
C200	GRADING PLAN
C300	DRAINAGE PLAN
C301	DRAINAGE NOTES & DETAILS
C400	UTILITY PLAN
C401	UTILITY DETAILS
C500	SWP3
C501	SWPD DETAILS
<u>STRUCTURAL</u>	
S201	FRAMING DETAILS
S001	GENERAL NOTES
S002	SPECIAL INSPECTIONS
S003	WOOD FASTENING SCHEDULE
S100	FOUNDATION PLAN
S101	SLAB PLAN
S102	TYPICAL CMU DETAILS
S200	ROOF FRAMING PLAN
<u>ARCHITECTURAL</u>	
A100	SITE PLAN
A101	EXTERIOR SLAB PLAN
A300	FLOOR PLAN
A301	SPECIALTY EQUIPMENT PLAN /REFLECTED CEILING PLAN
A302	ROOF PLAN
A400	EXTERIOR ELEVATIONS
A401	EXTERIOR ELEVATIONS
A402	EXTERIOR 3D'S
A500	BUILDING SECTIONS

A501
A600
A700

WALL SECTIONS
INTERIOR ELEVATIONS
SCHEDULES

MECHANICAL

M0.0
M1.0

HVAC LEGENDS, SYMBOLS, SPECS
FLOOR PLAN – HVAC

PLUMBING

P0.0
P1.0
P2.0
P3.0

PLUMBING LEGENDS, SYMBOLS,
ABBREVIATIONS
FLOOR PLAN – SANITARY,
ISOMETRIC, DETAILS
FLOOR PLAN – PLUMBING DETAILS
PLUMBING SPECIFICATIONS

ELECTRICAL

ES1.0
E1.0
E2.0

SITE PLAN – LIGHTING
PARTIAL FLOOR PLAN – LIGHTING
PARTIAL FLOOR PLAN – POWER

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