



**Department  
of Commerce**

Division of Industrial Compliance

# **Prevailing Wage Guide For Contractors**

Bureau of Wage and Hour Administration  
6606 Tussing Road  
Reynoldsburg, OH 43068-9009  
Form Name  
Date Updated

614-644-2239  
Fax 614-728-8639  
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[com.ohio.gov](http://com.ohio.gov)

An Equal Opportunity Employer and Service Provider

## Prevailing Wage Contractor Responsibilities

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

### General Information

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

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than **\$96,091** for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or **\$28,789** for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Construction Cost Index for Commercial Construction published by McGraw Hill's Engineering News Record.

### Penalties for Violation

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

### Intentional Violations

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

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

### Responsibilities

1. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
  - a. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
  - b. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
  - c. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc., unless the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
2. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
  - a. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
  - b. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
3. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited

to:

- a. Timecards, time sheets, daily work records, etc.
  - b. Payroll ledger\journals and canceled checks\check register.
  - c. Fringe benefit records must include program, address, account number, & canceled checks.
  - d. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
  - e. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
4. Prevailing Wage Rate Schedule **must** be posted on the job site where it is accessible to all employees.
  5. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
  6. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
    - a. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**
  7. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
  8. Supply all subcontractors with the Prevailing Wage Rates and changes.
  9. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
    - a. Employees' names, addresses, and social security numbers.
      - i. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
    - b. Employees' work classification.
      - i. Be specific about the laborers and/or operators (Group)
      - ii. For all apprentices, show level/year and percent of journeyman's rate
    - c. Hours worked on the project for each employee.
      - i. The number of hours worked in each day and the total number of hours worked each week.
    - d. Hourly rate for each employee.
      - i. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
      - ii. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
    - e. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
      - i. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
      - ii. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080.**
    - f. Gross amount earned on all projects during the pay period.
    - g. Total deductions from employee's wages.
    - h. Net amount paid.
  10. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
  11. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

# PREVAILING WAGE NOTIFICATION TO EMPLOYEE

4115.05...the contractor or subcontractor shall furnish each employee **NOT covered by a collective bargaining agreement** written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.

Project Name:	Job Number:
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Contractor:
-------------

Project Location:
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Prevailing Wage Coordinator	Employee
Public Authority:	Name:
Name of PWC:	Street:
Street:	City:
City:	State/Zip:
State/Zip:	Phone:
	Email:
Phone:	Last 4 Digits of SS #:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification:	Prevailing Wage Rate Total Package:	Minus your fringe benefits *:	Your hourly base rate and overtime:
			/
			/
			/
			/
			/
			/

Hourly fringe benefits paid on your behalf by this company (Yearly amount the **company pays** divided by 2080):

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Other (Specify)		Training	
Other (Specify)		<b>Total Hourly Fringes *</b>	

Contractor's Signature:	Date:
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Employee's Signature:	Date:
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## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General:

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

**Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, P.O. Box 4009  
Reynoldsburg, Ohio 43068-9009  
614-644-2239  
[www.com.ohio.gov](http://www.com.ohio.gov)**

### Certified Payroll Heading:

Employer name and address: Company's full name and address...Indicate if the company is a subcontractor.

Subcontractor: Check and list the name of the General Contractor or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority... (Owner of the project).

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.

Page indicator: number of pages included in the report.

Project Number: Determined by the public authority...If there is no number leave blank.

### Payroll Information by column:

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

# Certified Payroll Report

**Report for:**  Check if Subcontractor<sup>1)</sup> Contract No: \_\_\_\_\_ Payroll No: \_\_\_\_\_  
 Company:<sup>1)</sup> \_\_\_\_\_ If Sub, GC/Prime Contractor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Project Name & Location: \_\_\_\_\_ Week Ending: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_ Public Authority (Owner): \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Sheet:<sup>2)</sup> \_\_\_\_\_ of \_\_\_\_\_

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2. Work Class <sup>3)</sup>	3. Prevailing Wage Project Hours Worked - Day & Date							4. Total Hours	5. Base Rate	6. Project Gross	7. Fringes: <input type="checkbox"/> Cash <input type="checkbox"/> Approved Plans <input type="checkbox"/> Cash & Approved Plans						Weekly Payroll Amount			
		Fringe Rate Your Company Pays Per Hour						8. Total Hrs for all Jobs				9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs							
		H&W	Pens	Vac	Hol	Other	Total														
	OT																				
	ST																				
	OT																				
	ST																				
	OT																				
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1 ) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

DO NOT REDO FORM AND CHANGE RATES IF AN ERROR HAS BEEN MADE! SUBMIT A CORRECTED REPORT:

**\*\* CORRECTED \*\***

CORRECTED FORMS CAN BE HANDWRITTEN

**CERTIFIED PAYROLL REPORT**

Employer Name & Address Fill out all other areas of the form as usual.		Name of General / Prime Contractor		Project Name & Location		Contracting Public Authority						
Check if subcontractor <input type="checkbox"/>		Week Ending		Payroll #		Project Number						
1. Employee Name, Address and Social Security Number		2. Work Class	3. Hours Worked - Day & Date	4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes: Cash, Approved Plans, Cash & Approved Plans	8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid
Name/Address/SSN		Class	OT ST	Put the period that is being corrected, i.e.: Oct 26 to Dec 19, not individual weekly dates.		H&W Pens Vac App Other		<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">             The net paid will be the total of difference paid and the total hours being corrected. Provide Check # in margin.         </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">             Difference in fringes &amp; corrected fringes if applicable.         </div> <div style="border: 1px solid black; padding: 5px;">             Difference in base rate &amp; corrected base rate if applicable.         </div>				
Name/Address/SSN		Class	OT ST									

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

Name and Title \_\_\_\_\_ Complete \_\_\_\_\_ Signature \_\_\_\_\_ Sign \_\_\_\_\_

Send cover letter stating what happened, with a signed letter from the employee acknowledging that they were underpaid, received payment, check or transaction number.



BOWLING GREEN STATE UNIVERSITY

Purchasing Department

### PAYROLL SCHEDULE

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

TO: Jacob Konecny  
Procurement Specialist  
Bowling Green State University  
Purchasing Department  
1851 N. Research Drive  
Bowling Green, OH 43403

RE: Bowling Green State University Bid # \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Contract Type: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

I will begin performance under our Contract on the above Project (date) \_\_\_\_\_ to terminate on or about (date) \_\_\_\_\_. In compliance with Section 4115.071© of the ORC, I hereby notify you that my payroll period runs from \_\_\_\_\_ to \_\_\_\_\_ (i.e. Saturday through Sunday) with paydays on \_\_\_\_\_ (i.e. Friday).

I acknowledge that I am required by Section 4115.071© of the ORC and the Standard Conditions of Contract for Construction to deliver to the Prevailing Wage Coordinator, **a certified copy of my payroll and all Subcontractors' payroll.**

Each payroll shall exhibit for each employee paid:

- |   |                          |
|---|--------------------------|
| 1. Name   | 7. Job Classification    |
| 2. Race & gender  | 8. Fringe payments       |
| 3. Current address  | 9. Deductions from wages |
| 4. Social Security number   | 10. Net pay              |
| 5. Hourly rate of pay   |                          |
| 6. Number of hours worked during each day of the pay period and total for each week |                          |

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

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail address for Prevailing Wage Rate Changes





# PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

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

<b>“New” construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:</b>	<b>\$75,000</b>
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**As of January 1, 2024:**

<b>“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$98,974</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$29,653</b>
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- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
Phone: 614-644-2239  
Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)



Affidavit of Compliance

Prevailing Wages

I, \_\_\_\_\_ (Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

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

for all hours worked on the

\_\_\_\_\_ (Project name and location)

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

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

\_\_\_\_\_ (Signature of Officer or Agent)

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

\_\_\_\_\_ (Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

# Document 00 52 14 - State of Ohio Subcontract Form

## State of Ohio Standard Requirements for Public Facility Construction

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

**Project Number:** <insert number>  
**Project Name:** <insert name>  
Site Address: <insert street address>  
<insert city, county>

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

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

**Public Authority:** <insert name>  
Public Authority Contact: <insert name>  
Address: <insert street address>  
<insert city, state zip code>

### ARTICLE 1 - NATURE OF SUBCONTRACT

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

### ARTICLE 2 - COMPENSATION

2.1 The Contractor agrees to pay for the performance of this Subcontract, subject to additions and deductions as provided in the Contract Documents, the Subcontract Sum of <insert Subcontract Sum>, comprised of the following:

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

### ARTICLE 3 - TIME OF PERFORMANCE

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

### ARTICLE 4 - CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

## **ARTICLE 5 - EFFECTIVENESS**

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

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

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

## **ARTICLE 6 - REPRESENTATIONS**

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

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

**6.3 Insurance.** The Subcontractor shall maintain insurance in accordance with the Contract Documents. Exhibit «N» sets forth the minimum limits of liability for the insurance required in the Contract Documents.

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

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

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

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

**6.7.1 Labor Payments.**

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

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

**6.7.2 Material Payments.**

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

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

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

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

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

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

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

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

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

**6.13.1 Exhibit A:**

**6.13.2 Exhibit B:**

**6.13.3 Exhibit C:**

**6.13.4 Exhibit D:**

**SIGNATURES**

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

«INSERT SUBCONTRACTOR'S NAME»

«INSERT CONTRACTOR'S NAME»

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

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

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

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

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

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

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

**END OF DOCUMENT**

# Contractor Construction Forms

Bowling Green State University [<https://www.bgsu.edu>] / Planning, Design and Construction [</design-and-construction.html>] / Contractor Construction Forms

- **Payment Release Affidavit**  
**[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>]** [Form F390-04 - Documents/Standard Forms/Construction Tab]
- **Certification of Contract Completion**  
**[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>]** [Form F390-01 - Documents/Standard Forms/Construction Tab]
- **Certification of Equipment Demonstration**  
**[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>]** [Form F390-03 - Documents/Standard Forms/Construction Tab]
- **Certification of Warranty Commencement**  
**[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>]** [Form F390-02 - Documents/Standard Forms/Construction Tab]
- **Change Directive**  
**[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>]**, Formerly Field Work Order [Form F340-06 - Documents/Standard Forms/Construction Tab]
- **Change Order**  
**[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>]** [Form 340-04 - Documents/Standard Forms/Construction Tab]
- **Contractor Payment Request - Short Form**
  - **BGSU Instructions for Contractor Payment Request**  
**[</content/dam/BGSU/design-and-construction/documents/contractor->**

**construction-forms/BGSU-Instructions-for-Contractor-Payment-Request.pdf)**

- **Contractor Payment Request**  
**[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>] (Form F330-02 - Documents/Standard Forms/Construction Tab)**
- **Contractor Payment Request- Long Form**  
**[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>] (Form F330-01 - Documents/Standard Forms/Construction Tab)**
- **EDGE Participation / Demonstration of Good Faith**  
**[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494144-procurement>] (Form F110-13 - Documents/Standard Forms/Procurement Tab)**
- **Field Report [<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>] (Form F350-01 - Documents/Standard Forms/Construction Tab)**
- **Notification of Utility Service Interruption (</content/dam/BGSU/design-and-construction/documents/contractor-construction-forms/Notification-of-Utility-Service-Interruption.doc>) (Word)**
- **Payroll Schedule (</content/dam/BGSU/design-and-construction/documents/contractor-construction-forms/Payroll-Schedule.pdf>) (PDF)**
- **(</content/dam/BGSU/purchasing/documents/construction-information/contractor-construction-forms/Prevailing-Wage-Notification-to-Employee.html>)Prevailing Wage**
  - **Threshold Levels Quick Reference**  
**[[http://www.com.ohio.gov/documents/dico\\_prevailingwagethresholds.pdf](http://www.com.ohio.gov/documents/dico_prevailingwagethresholds.pdf)]**
- **Request for Interpretation**  
**[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>] (Form F340-01 - Documents/Standard Forms/Construction Tab)**

- **Required Documentation to Complete Contracting Process for Contractors**  
[</content/dam/BGSU/design-and-construction/documents/contractor-construction-forms/Required-Documentation.pdf>] (PDF)
- **Subcontractor and Material Supplier Declaration**  
[<http://ofcc.ohio.gov/Documents/StandardForms.aspx#1494146-construction>] (Form F310-01 - Documents/Standard Forms/Construction Tab)