

RESOLUTION APPROVING CONTRACT WITH D & SIX SONS PAINTING, LLC FOR WATER TANKS IMPROVEMENT PROJECT, ACDES

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented a Contract for the approval of the Board, to-wit:

PARTIES: Ashtabula County Department of Environmental Services, 36 W. Walnut St., Jefferson, OH 44047.
The Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047
D & Six Sons Painting, LLC, 3510 N M-52, Stockbridge, Michigan 49285

SCOPE: D & Six Sons to provide Ashtabula County Dept of Environmental Services painting improvements to the water tanks.

COST: Not to Exceed, \$831,000.00 with alternate unit priced items.

TERM: Commence upon signing, all work completed by July 31, 2024

WHEREAS, this Board of Commissioners concurs with the recommendation of the Director and finds this contract to be reasonable and necessary; now

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

ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE

Resolution No. 2023-572

November 14, 2023

**RESOLUTION APPROVING CONTRACT WITH D & SIX SONS PAINTING, LLC FOR
WATER TANKS IMPROVEMENT PROJECT, ACDES**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

J.P. Ducro IV

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.

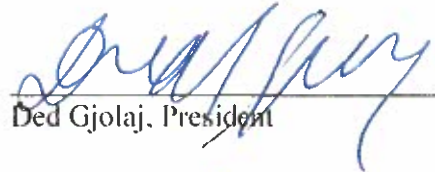


Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

ESCROW WAIVER

In accordance with a certain Contract between the Ashtabula County Board of Commissioners, Ohio. (hereinafter referred to as "the Owner") and D & Six Sons Painting LLC. (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

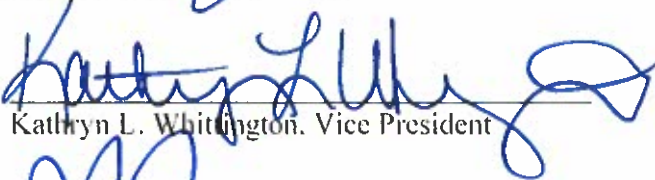
D & SIX SONS PAINTING LLC

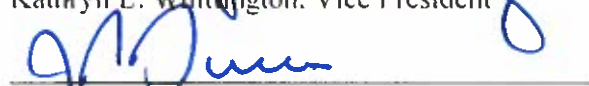

Ded Gjolak, President

ASHTABULA COUNTY BOARD OF COMMISSIONERS


Casey R. Kozlowski, President


Witness


Kathryn L. Whittington, Vice President


J.P. Ducro IV

CONTRACT

FOR WATER TANKS IMPROVEMENT PROJECT

THIS AGREEMENT, made and entered into at Jefferson, Ohio, this _____ day of _____, 2023, by and between the Ashtabula County Board of Commissioners, Ohio and D & Six Sons Painting LLC.

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

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 by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

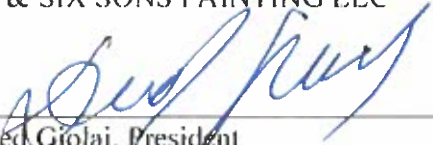
The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the OWNER may direct. Further he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to \$750.00 Per Day, for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

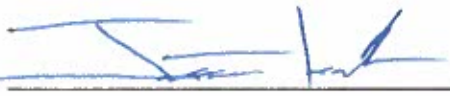
It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is \$831,000.00.

This Contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS WHEREOF: The parties hereunto affixed their signature the day and year first mentioned above.

D & SIX SONS PAINTING LLC

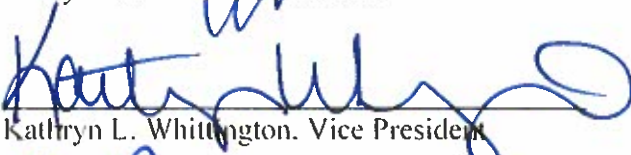

Ded Gjola, President


Witness Jonathan Howell

ASHTABULA COUNTY COMMISSIONERS


Casey R. Kozlowski, President


Witness


Kathryn L. Whittington, Vice President


J.P. Ducro IV

NOTICE TO PROCEED

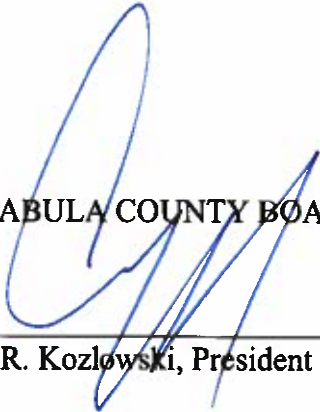
Project: Water Tanks Improvement Project

Owner: Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

To: D & Six Sons Painting LLC
3510 N M-52
Stockbridge, Michigan 49285

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by July 31, 2024.



ASHTABULA COUNTY BOARD OF COMMISSIONERS

Casey R. Kozlowski, President 11-14-23

**REVISED CODE §1311.252
NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT**

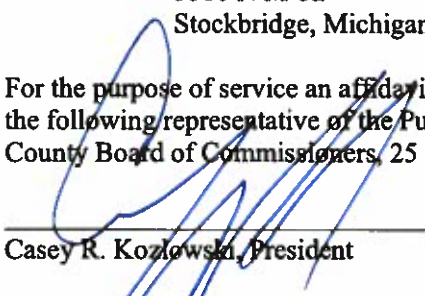
State of Ohio)
) SS:
County of Ashtabula)

Casey R. Kozlowski, President (the "Affiant"), being first duly sworn, says that:

1. Affiant is the President of the Ashtabula County Board of Commissioners, at 25 West Jefferson Street, Bldg. E, Jefferson, Ohio for a contract executed on November 14, 2023.
2. The Public Authority will be commencing a public improvement identified as follows:
Water Tanks Improvement Project
3. The following lists the name, address, and surety of each of the principal contractors working on this public improvement:

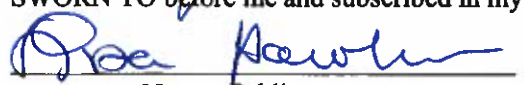
<u>TRADE</u>	<u>CONTRACTOR</u>	<u>SURETY</u>
Paint	D & Six Sons Painting LLC 3510 N M-52 Stockbridge, Michigan 49285	Developers Surety and Indemnity Co. 59 Maiden Lane New York, NY 10038

4. For the purpose of service an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority: Casey R. Kozlowski, President, at the Ashtabula County Board of Commissioners, 25 West Jefferson Street, Bldg. E, Jefferson, Ohio 44047.



Casey R. Kozlowski, President

SWORN TO before me and subscribed in my presence this 14th day of November, 2023.

 [SEAL]

Notary Public

comm. expires: 7/14/2025

Prepared by:

CT Consultants, Inc.
8150 Sterling Court
Mentor, Ohio 44060

NOTICE OF AWARD

TO: D & Six Sons Painting LLC
3510 N M-52
Stockbridge, Michigan 49285

PROJECT: WATER TANKS IMPROVEMENT PROJECT

You are notified that your Bid which was opened on 8/25/23 has been accepted for items in the amount of \$831,000.00 at the unit bid prices as reflected in the bid tabulation contained herein.

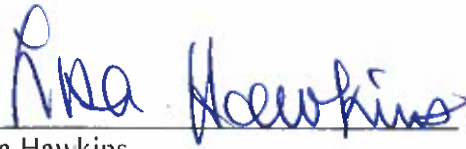
You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

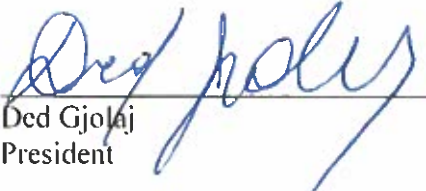
ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS



Lisa Hawkins
County Clerk of the Commissioners

D & SIX SONS PAINTING LLC



Ded Gjola
President

RESOLUTION RECEIVING BIDS AND AWARDING TO D & SIX SONS PAINTING FOR THE WATER TANK IMPROVEMENT PROJECTS, ACDES

WHEREAS, a request and recommendation has been received for the approval of the Board of Commissioners to award the Water Tank Improvement Projects; and

WHEREAS, On August 1, 2023, by Resolution No 2023-392, bids were ordered, and on August 18, 2023 bids were received for the Water Tank Improvement Projects, as follows:

BIDDER	TOTAL BID
D & Six Sons Painting	\$831,000.00
Viking Industrial Painting LLC	\$880,300.00
D & M Painting Copr.	\$990,140.00
Seven Brothers Painting, Inc.	\$1,162,000.00

Opinion of Probable Cost: \$	765,500.00

WHEREAS, Douglas Starkey, Director of the Ashtabula County Department of Environmental Services, along with CT Consultants and staff, reviewed the bids and has recommended the bid be awarded to D & Six Sons Painting. for the total bid of \$831,000.00, as the lowest and best bid received; and

WHEREAS, this Board would concur with that recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bid for the Water Tank Improvement Projects be awarded to D & Six Sons Painting, as outlined above.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-503

October 12, 2023

**RESOLUTION RECEIVING BIDS AND AWARDING TO D & SIX SONS PAINTING
FOR THE WATER TANK IMPROVEMENT PROJECTS, ACDES**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

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

**Water Tanks Improvement Project
Ashtabula Co. Dept. of Environmental Services
Bid Opening Date: August 25, 2023
Bid Tabulation Summary**

Project No. 220876

LIST OF BIDDERS

BIDDER

- 1 D and Six Sons Painting
3510 North M-52
Stockbridge, MI 49285
Phone number:
- 2 Viking Industrial Painting, LLC
10905 Harrison Street
LaVista, NE 68128
Phone number: (833) 847-8265
- 3 D & M Painting Corp.
1500 Amity Ridge Rd.
Washington, PA 15301
Phone number: (412) 229-0440
- 4 Seven Brothers Painting, Inc.
50805 Rizzo Drive
Shelby Twp., MI 48315
Phone number: (586) 323-7054

Water Tanks Improvement Project
Ashtabula Co. Dept. of Environmental Services
Bid Opening Date: August 25, 2023
Bid Tabulation Summary

Project No. 220876

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1.	D and Six Sons Painting	\$831,000.00	
2.	Viking Industrial Painting, LLC	\$880,300.00	
3.	D & M Painting Corp.	\$990,140.00	
4.	Seven Brothers Painting, Inc.	\$1,162,000.00	

Water Tanks Improvement Project
Ashtabula Co. Dept. of Environmental Services
Bid Opening Date: August 25, 2023
Bid Tabulation Summary

Project No. 220876

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

<u>Bidders</u>	<u>Labor</u>	<u>Material</u>	<u>Calculated Unit Price</u>	<u>Bidder's Informal Unit Price</u>	<u>Calculated Line Item Total</u>	<u>Bidder's Informal Line Item Total</u>
1. 1.00 LS OF (SPC) GENERAL CONSTRUCTION						
D and Six Sons Painting	\$420,000.00	\$411,000.00	\$831,000.00		\$831,000.00	
Viking Industrial Painting, LLC	\$528,200.00	\$352,100.00	\$880,300.00		\$880,300.00	
D & M Painting Corp.	\$694,000.00	\$296,140.00	\$990,140.00		\$990,140.00	
Seven Brothers Painting, Inc.	\$871,500.00	\$290,500.00	\$1,162,000.00		\$1,162,000.00	

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

- A) CERTIFICATE OF INSURANCE FOR
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY**

- B) CERTIFICATE OF INSURANCE FOR
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**

- C) CERTIFICATE OF WORKER'S COMPENSATION**

- D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

*** D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.**



D&SIXSO-01

DBRZUCHOWSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2023

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

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

PRODUCER Hartland Insurance Agency, Inc. PO Box 129 Hartland, MI 48353	CONTACT NAME: Shelly Coad	
	PHONE (A/C, No, Ext): (810) 632-5161 245	FAX (A/C, No):
	E-MAIL ADDRESS: shellycoad@hartlandinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Employers Mutual Insurance Co.	21415
INSURED D & Six Sons Painting LLC 3510 N. M-52 Stockbridge, MI 49285	INSURER B: EMC Insurance Companies	21415
	INSURER C: Accident Fund Company	12305
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		6D44452	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
								\$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6E44452	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED \$ RETENTION \$			6J44452	7/18/2023	5/1/2024	EACH OCCURRENCE \$	
							AGGREGATE \$ 1,000,000	
								\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			ARP12004952700	4/27/2023	4/27/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Equipment Floater			6C44452	5/1/2023	5/1/2024	Rented Equipment 250,000	

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

CERTIFICATE HOLDER Ashtabula County Board of Commissioners 25 W. Jefferson Street, Jefferson, OH 44047	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



AGENCY CUSTOMER ID: D&SIXSO-01

DBRZUCHOWSKI

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hartland Insurance Agency, Inc.		NAMED INSURED D & Six Sons Painting LLC 3510 N. M-52 Stockbridge, MI 49285 Ingham	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Ashtabula County Board of Commissioners
and CT Consultants Inc are named additional insured.



D&SIXSO-01

DBRZUCHOWSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2023

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

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

PRODUCER Hartland Insurance Agency, Inc. PO Box 129 Hartland, MI 48353	CONTACT NAME: Shelly Coad	
	PHONE (A/C, No, Ext): (810) 632-5161 245	FAX (A/C, No):
	E-MAIL ADDRESS: shellycoad@hartlandinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: EMC Insurance Companies	21415
INSURED Ashtabula County Board of Commissioners COD 25 W Jefferson St Jefferson, OH 44047	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Owner and Contractor	X		BBB2017	10/23/2023	10/23/2024	Protective Liability 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

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

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Hartland Insurance Agency, Inc.		NAMED INSURED Ashtabula County Board of Commisioners COD 25 W Jefferson St Jefferson, OH 44047	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Ashtabula County Board of Commissioners
and CT Consultants Inc are named additional insured.

Contractor: D & Six Sons Painting LLC
CT Job No:220876
Project: Water Tanks Improvement Project
Contract Amount: \$831,000.00

Owner's and Contractor's Protective Policy - BBB2017
Each Occurrence \$1,000,000
General Aggregate \$2,000,000

DELINQUENT PERSONAL PROPERTY STATEMENT

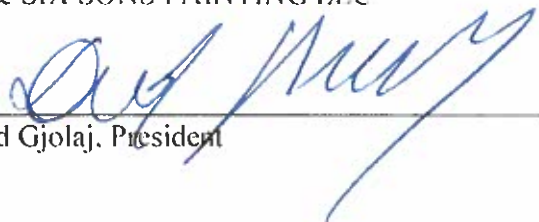
D & Six Sons Painting LLC, having been awarded a contract by the Ashtabula County Board of Commissioners, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company ~~was~~ was not charged with delinquent personal property taxes on the General Tax List of Personal Property for Ashtabula County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Ashtabula County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between Ashtabula County Board of Commissioners, Ohio, and D & Six Sons Painting LLC, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	\$ <u>0</u>
Penalties	\$ <u>0</u>
Interest	\$ <u>0</u>

D & SIX SONS PAINTING LLC


Ded Gjola, President

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF Ashtabula County

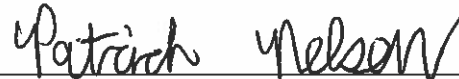
Ded Gjolak being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of 3510 N. M-52 Stockbridge MI 49285 ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust
 - ☒ Corporation organized and existing under the laws of the State of MI
 - ☐ Labor organization
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

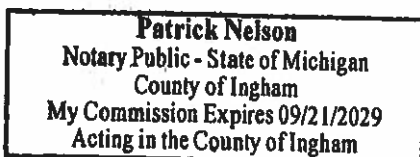
Affiant further sayeth naught.

By:  Ded Gjolak
Title: Owner

SWORN TO BEFORE ME and subscribed in my presence this 25th day of October, 2023.


Notary Public

My commission expires: 09-21-2029



AGREEMENT FOR ESCROW ACCOUNT

(1) This agreement is entered into between ASHTABULA COUNTY COMMISSIONERS, and D & SIX SONS PAINTING LLC, contractor for the WATER TANKS IMPROVEMENT PROJECT.

Funds due for the payment in the amount of _____, which is 8% of 50% of the total work to be completed under the contract, shall be deposited in a savings account in Andover Bank, 150 North Chestnut Street, P.O. Box 405, Jefferson, Ohio 44047, who shall be the Escrow Agent. The account shall be in the name of Ashtabula County Commissioners and D & Six Sons Painting LLC, Contractor. Said funds are to be deposited upon a receipt of an approved application for payment showing the amount due for payment and the amount to be retained.

The savings account shall earn interest at the current passbook rate. There are no escrow fees to be charged.

The Escrow Agent shall hold the escrowed principal and interest until the receipt of notice from the state or county and contractor that the project is substantially completed and occupied, or in use, or has been accepted; or until receipt of an arbitration order or an order of the court of claims specifying the amount of the escrow to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly release the retained principal and interest and pay it to the contractor. A notice releasing said retained principal and interest will be issued to the Escrow Agent by the County and the Contractor.

ASHTABULA COUNTY COMMISSIONERS

Not Applicable – Contractor Signed Escrow Waiver

Casey R. Kozlowski, President

Witness

Kathryn L. Whittington, Vice President

J.P. Ducro IV

D & SIX SONS PAINTING LLC

Not Applicable – Contractor Signed Escrow Waiver

Ded Gjolak, President Witness

Date

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(<http://ffr.ohioauditor.gov/>)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(<https://www.sos.state.oh.us/records/debarred-contractors/>)

**B2) CHECK FEDERAL SAM (System for Award Management) for
FEDERAL FUNDING (including sub-contractors), (if applicable)**
(<https://www.sam.gov/SAM/>)

**C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION
CONTRACT AWARD – ORC 9.32 (if applicable)**

**D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT
OF CONTRACT EXECUTION – ORC 153.64 (if applicable)**



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Gjolaj, Ded**
Organization: **D and Six Sons Painting, LLC**
Date: **8/30/2023 9:47:50 AM**

This search produced the following list of **2** possible matches:

Name/Organization	Address
Cleveland Academy of Math, Science and Technology	
Veritas Gifted Academy	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Date Filed in Office	Debarment Period	Contractors, Subcontractors, & Officers	Address	Regarding Project	Case Number
1/12/2017	7/12/16-7/12/18	GM Mechanical, Inc.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	CM Mechanical Services, Ltd.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	Gerrid E. Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631
1/12/2017	7/12/16-7/12/18	Cleide F. Miller a/k/a Clayde Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631



State of Ohio Debarment List

State agencies given the authority to debar suppliers by the Ohio Revised Code (R.C.) are the Ohio Facilities Construction Commission (OFCC), the Ohio Department of Transportation (ODOT), the Department of Administrative Services (DAS), and the Ohio Secretary of State. Respectively, debarment authority is given to these agencies by R.C. [153.02](#), [5513.06](#), [125.25](#). The reasons for debarment are also prescribed by these statutes: a debarred supplier cannot participate (i.e., do any work in any capacity) in any State agency contracts until the debarment period expires. Neither the Ohio Revised Code nor the Ohio Administrative Code (OAC) establish prescribed debarment periods. Instead, these are determined on a case-by-case basis.

When conducting procurements, State agencies are required to use the Statewide Debarment List. For agencies using OhioBuys, suppliers' profiles can be referenced to determine their debarment status, plus systematic controls are in place preventing debarred vendors from doing business with State agencies. Additionally, agencies must use the Ohio Secretary of State's [Debarred Contractors List](#) and the United States General Services Administration's [System for Award Management \(SAM\)](#) list of federally debarred suppliers. State agencies are prohibited from awarding contracts, funded in whole or in part with state and/or federal funds, to any person or company on any of these lists.

Search for any keyword...

Show

50

entries

Vendor	Vendor ID	Address			
A. Joseph Business Enterprises (see Nena Bradley, below)	169391	184 Rivers Edge Way Gahanna, OH 43230	2/24/2022	2/24/2027	DAS

Advocate Solutions, LLC	55662	762 S. Pearl Street, Columbus, OH 43206	1/9/2023	1/9/2028	DAS
AIN Systems, Inc.	Unavailable	7414 Trevenia Drive Blacklick, OH 43004	12/3/2018	12/3/2023	DAS
All Controls Corporation	88497	P.O. Box 1082 Chardon, OH 44024	1/13/2012	Permanent	ODOT
Atlas Central Corporation	65046	1207 Fairfield Ave, Cleveland, OH 44113	11/22/2005	Permanent	ODOT
Bright Chemical and Lighting Corporation	65443	PO Box 33528 North Royalton, OH 44133	1/13/2012	Permanent	ODOT
Charter Contracting Corporation	Unavailable	152 12th Street, Suite B Campbell, OH 44405	4/13/2014	Permanent	ODOT
Christian (Chris) Hilty	Unavailable	7075 Rocker Street Chagrin Falls, OH 44023	10/16/2008	Permanent	ODOT
David C. Oakes Officer: TesTech (see below)	Unavailable	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
Demitra Burkhart Officer: AIN Systems, Inc. (see above)	Unavailable	7414 Trevenia Drive Blacklick, OH 43004	12/3/2018	12/3/2023	DAS
Eron Colson	Unavailable	2640 Reynoldsburg-New Albany Road Blacklick, OH 43004	10/22/2021	10/22/2026	DAS
George Ginnis	Unavailable	5752 Webb Road Youngstown, OH 44515 492 Harmony Lane Campbell, OH 44405	9/9/2014	Permanent	ODOT
Gust Kafas Officer: Northern States Industrial Painting (Federal ID: 34- 1953447) (see below)	Unavailable	11056 Jasmine Court Strongsville, OH 44136	1/29/2004	Permanent	ODOT

James Bright Officer: Bright Chemical and Lighting Corporation (see above)	Unavailable	5300 Wiltshire Road North Royalton, OH 44133	10/16/2008	Permanent	ODOT
James Hartory	Unavailable	10545 Locust Grove Chardon, OH 44024	10/16/2008	Permanent	ODOT
JASStek, Inc.	234439	500 Metro Place North, Suite 100 Dublin, OH 43017	11/10/2022	11/10/2024	DAS
Jatinder Singh	Unavailable	Unavailable	11/10/2022	11/10/2027	DAS
Larry Frangos Officer: Northern States Industrial Painting (Federal ID: 34- 1526908) (see below)	Unavailable	4950 Kennedy Road Lowellville, OH 44436 5752 Webb Road Youngstown, OH 44515	10/8/2014	Permanent	ODOT
Laxman Sanyasi	Unavailable	Unavailable	11/10/2022	11/10/2027	DAS
Mark O'Donnell	Unavailable	157 Abbe Road South Elyria, OH 44035	10/16/2008	Permanent	ODOT
Nena Bradley (see A. Joseph Enterprises, above)	Unavailable	184 Rivers Edge Way Gahanna, OH 43230	2/24/2022	2/24/2027	DAS
North Shore Door Company, Inc.	66955	PO Box 88780 Atlanta, GA 30356	1/13/2012	Permanent	ODOT
Northern States Industrial Painting (Federal ID: 31- 1526908)	Unavailable	Unavailable	10/4/2004	Permanent	ODOT
Northern States Industrial Painting (Federal ID: 34- 1953447)	Unavailable	Unavailable	1/29/2004	Permanent	ODOT
Nozzle New, Inc.	70597	Unavailable	1/13/2012	Permanent	ODOT

Quattro, Inc.	77702	312 Walnut Street Suite 3100 Cincinnati, OH 45202	7/2/2013	Permanent	ODOT
Richard Goldizen	Unavailable	3060 Red Oak Drive Perry, OH 44024	10/16/2008	Permanent	ODOT
Robert Johnson (aka Jeff Johnson) Officer: Smith & Johnson Construction (see below)	Unavailable	1 Mironova Place Suite 2325 Columbus, OH 43215 885 Grandview Avenue Suite 270 Columbus, OH 43215	3/5/2007	Permanent	ODOT
Robert Jones, Jr.	Unavailable	10375 Misty Ridge Concord, OH 44077	10/16/2008	Permanent	ODOT
Sherif A. Aziz Officer: TesTech (see below)	Unavailable	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
Sherry B. Oakes Officer: TesTech (see below)	Unavailable	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
Smith & Johnson Construction Company	48083	855 Grandview Avenue Columbus, OH 43212	3/5/2007	Permanent	ODOT
Sulakshana Singh	Unavailable	Unavailable	11/10/2022	11/10/2027	DAS
TesTech	60837	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
West Shore New Holland, Inc.	55247	32200 Lorain Road North Ridgeville, OH 44039	1/13/2012	Permanent	ODOT

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e.g. 123456789, Smith Corp

"D and Six Sons Painting, LLC" 

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Search Editor

- ☐ Any Words 
- ☐ All Words 
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e.g. 123456789, Smith Corp

"Corrpro Companies, Inc."



Classification



Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



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Entity Information



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Entities

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Search Editor

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- ☒ All Words 
- ☐ Exact Phrase 

e.g. 123456789, Smith Corp

"NJP Trucking, LLC"



Classification



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Search Editor

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- ☒ All Words *i*
- ☐ Exact Phrase *i*

e.g. 123456789, Smith Corp

"Corrpro Companies, Inc." x

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October 25, 2023

Developers Surety and Indemnity Company
59 Maiden Lane
New York, NY 10038

**Re: *Water Tanks Improvement Project
Ashtabula County Board of Commissioners
D & Six Sons Painting LLC***

To Whom It May Concern:

In compliance with Ohio Revised Code Section 9.32, we are hereby notifying you on behalf of the Ashtabula County Board of Commissioners that the Ashtabula County Board of Commissioners awarded a contract for the above referenced project to D & Six Sons Painting LLC, currently named as principal on a Bond given as surety to the Ashtabula County Board of Commissioners.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

Tim McLaughlin, P.E.
Project Manager

TM:mep

cc: Cheryl Hughes, Construction Bonding Specialists, LLC

H:\2022\220876\SPEC\Contract Forms\Contract Ltrs & Final Doc Pkg - Merge document.docx

Entity#: 5104752
Filing Type: FOREIGN LIMITED LIABILITY COMPANY
Original Filing Date: 08/31/2023
Location: --
Business Name: D AND SIX SONS PAINTING, LLC

Status: Active
Exp. Date: -

Agent/Registrant Information

REGISTERED AGENTS INC
6545 MARKET AVE N STE 100
CANTON OH 44721
08/31/2023
Active

Filings

Filing Type	Date of Filing	Document ID
FOREIGN LLC – CERTIFICATE OF REGISTRATION	08/31/2023	202324301816

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



*Witness my hand and the seal of the
Secretary of State at Columbus,
Ohio this 5th of September, A.D. 2023
Ohio Secretary of State*

Frank LaRose



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
08/31/2023	202324301816	FOREIGN LLC - CERTIFICATE OF REGISTRATION (LFP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

OSIPOV BIGELMAN, P.C.
20700 CIVIC CENTER DR, SUITE 420, S
SOUTHFIELD, MI 48076

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
5104752**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
D AND SIX SONS PAINTING, LLC

and, that said business records show the filing and recording of:

Document(s)

FOREIGN LLC - CERTIFICATE OF REGISTRATION

Effective Date: 08/31/2023

Document No(s):

202324301816



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
31st day of August, A.D. 2023.

Ohio Secretary of State



Telephone: 877.767.3453

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Registration of a Foreign Limited Liability Company For a Foreign (Non-Ohio) Limited Liability Company

Filing Fee: \$99
Form Must Be Typed
106-LFA

Name of Limited Liability Company in its jurisdiction of formation

D and Six Sons Painting, LLC

Assumed Name, if the name above does not comply with section 1706.07 of the Revised Code

(Name must include one of the following words or abbreviations: "limited liability company", "limited", "LLC", "L.L.C.", "Ltd.", or "Ltd.")

Jurisdiction of formation

MI

The foreign limited liability company is a foreign limited liability company.

Optional: Effective Date (MM/DD/YYYY) 8/31/2023

Effective Time

Pursuant to Ohio Revised Code Section 1706.172(D), a registration of a foreign limited liability company delivered to the Ohio Secretary of State for filing under this chapter may specify an effective time and a delayed effective date of not more than ninety days following the date of receipt by the Secretary of State. A registration of a foreign limited liability is effective as provided in Ohio Revised Code Section 1706.172(D).

If applicable, attach information required in section 1706.511(C) if the foreign limited liability company establishes or provides for the establishment of one or more series of assets.

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

D and Six Sons Painting, LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

REGISTERED AGENTS INC

(Name of Statutory Agent)

6545 MARKET AVE N STE 100

(Mailing Address)

CANTON

(Mailing City)

OH

(Mailing State)

44721

(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, **REGISTERED AGENTS INC**, named herein as the
(Name of Statutory Agent)

Statutory agent for **D and Six Sons Painting, LLC**
(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature **DAVID ROBERTS**

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

This filing must be signed by at least one person authorized by the limited liability company.

If the person is an individual, then he or she must sign on the "signature" line and print his or her name in the "Print Name" Box.

If the person is a business entity, please print the name of the entity in the "Signature" box and an authorized representative of the business must sign in the "By" box and print his or her name and title or authority in the "Print Name Box."

JEFFREY H. BIGELMAN, ESQ

Signature

AUTHORIZED AGENT

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



Form Revision Date 02/20

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

D AND SIX SONS PAINTING, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

All lawful purposes under the act

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JEFFREY H. BIGELMAN
2. Street Address: 20700 CIVIC CENTER DRIVE
Apt/Suite/Other: SUITE 420
City: SOUTHFIELD
State: MI Zip Code: 48076
3. Registered Office Mailing Address:
P.O. Box or Street Address:
Apt/Suite/Other:
City:
State: Zip Code:

Signed this 21st Day of June, 2019 by the organizer(s):

Signature	Title	Title if "Other" was selected
Jeffrey H. Bigelman	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

D AND SIX SONS PAINTING, LLC

ID Number: 802336224

received by electronic transmission on June 21, 2019 ***, is hereby endorsed.***

Filed on June 24, 2019 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 24th day of June, 2019.

Julia Dale

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

APPROVED AS TO FORM:

RE: an agreement with D & Six Sons Painting, LLC for WATER TANKS IMPROVEMENT PROJECT.

Approved as to Legal Form Only:

SIGNED



Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor

11-3-2023

Date

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula 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:

_____)
in the amount not to exceed \$831,000.00 and free from any previous encumbrances.

Agreement Title: **Construction Contract -**

By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and **D & Six Sons Painting, LLC** for the purposes of providing construction services pertinent to the **WATER TANKS IMPROVEMENT PROJECT** project in the Ashtabula County General Sewer District.

SIGNED



David Thomas
Ashtabula County Auditor

10/11/23

Date



November 16, 2023

Ms. Lisa Hawkins
Clerk
Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

**Re: *Water Tanks Improvement Project
Executed Contract Documents***

Dear Mr. Thomas:

We are returning all bid documents provided to us for the remainder of bidders not chosen in regards to the above referenced project. The original bid documents for the awarded bidder are in the enclosed executed contract book marked "Owner Original." Also included is the Notice of Commencement.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

Tim McLaughlin, P.E.
Project Manager

TM:mep

Enclosures

cc: David Thomas, County Auditor with Enclosures
Doug Starkey, Director of ACDES with (2) Enclosures
Jacob A. Brand, Director of Community Services with Enclosures

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**REVISED CODE §1311.252
NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT**

State of Ohio)
) SS:
County of Ashtabula)

Casey R. Kozlowski, President (the "Affiant"), being first duly sworn, says that:

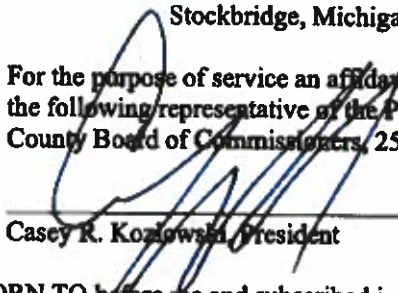
1. Affiant is the President of the Ashtabula County Board of Commissioners, at 25 West Jefferson Street, Bldg. E, Jefferson, Ohio for a contract executed on November 14, 2023.
2. The Public Authority will be commencing a public improvement identified as follows:
Water Tanks Improvement Project
3. The following lists the name, address, and surety of each of the principal contractors working on this public improvement:

TRADE
Paint

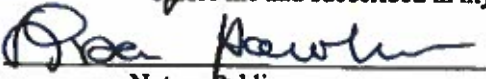
CONTRACTOR
D & Six Sons Painting LLC
3510 N M-52
Stockbridge, Michigan 49285

SURETY
Developers Surety and Indemnity Co.
59 Maiden Lane
New York, NY 10038

4. For the purpose of service an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority: Casey R. Kozlowski, President, at the Ashtabula County Board of Commissioners, 25 West Jefferson Street, Bldg. E, Jefferson, Ohio 44047.


Casey R. Kozlowski, President

SWORN TO before me and subscribed in my presence this 14th day of November, 2023.

 [SEAL]
Notary Public

comm. expires: 7/14/2025

Prepared by:

CT Consultants, Inc.
8150 Sterling Court
Mentor, Ohio 44060

OWNER ORIGINAL

BID SET

CT CONSULTANTS INC.

CONTRACT
SET

Water Tanks Improvements Project
Ashtabula County Board of Commissioners
WSRLA Funded Project
July 2023



[Handwritten Signature] 7/24/2023

220876





To: All Plan Holders of Record

From: CT Consultants, Inc.
For the Owner

Re: *Addendum No. 1*
Water Tanks Improvements Project
Ashtabula County Board of Commissioners

Date: August 15, 2023

This Addendum forms a part of the contract documents and modifies the original bidding documents dated July 2023 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

BID OPENING DATE

The date of receiving and opening bids shall be changed from August 18, 2023 to August 25, 2023. The time and place shall remain the same.

PREVAILING WAGES

Section 8, Prevailing Wage Rates - **Replace** the Wage Rate Schedule with the following:

Heavy and Highway – Decision No. OH20230001, Modification No. 6, dated 08/04/2023

TM:mep

Enclosures

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"General Decision Number: OH20230001 08/04/2023

Superseded General Decision Number: OH20220001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023
2	03/03/2023

3	04/14/2023
4	06/30/2023
5	07/14/2023
6	08/04/2023

BROH0001-001 06/01/2022

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0001-004 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

BROH0003-002 06/01/2022

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2022

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-002 06/01/2022

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-005 06/01/2022

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55

BROH0008-001 06/01/2022

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,
Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0009-002 06/01/2022

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2022

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0014-002 06/01/2022

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,
Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0016-002 06/01/2022

ASHTABULA, GEAUGA, and LAKE COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0018-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0022-004 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0032-001 06/01/2022

GALLIA & MEIGS

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0035-002 06/01/2022

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0039-002 06/01/2022

ADAMS & SCIOTO

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0040-003 06/01/2022

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 32.49 23.43

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2022

	Rates	Fringes

Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 31.40	18.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes

Bricklayer, Stonemason.....	\$ 30.40	17.66

BROH0046-002 06/01/2022

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes

Bricklayer, Stonemason.....	\$ 31.40	18.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2022

ATHENS COUNTY

	Rates	Fringes

Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0052-003 06/01/2022

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0055-003 06/01/2022

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98

CARP0069-006 05/01/2017

COSHOCOTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

CARP0200-002 05/01/2021ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.28	20.08
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 30.28	20.08

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97

CARP0372-002 05/01/2016

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 24.54	18.21

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99

CARP0735-002 05/01/2019

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 26.30	17.91

CARP1311-001 05/01/2017BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69

CARP1393-002 07/01/2008CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes

Piledrivermen & Diver's Tender...\$ 27.30 16.05

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

Rates	Fringes

Piledrivermen & Diver's Tender...\$ 25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

Rates	Fringes

Diver, Wet.....\$ 48.11	17.33
Piledrivermen; Diver, Dry.....\$ 32.07	17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

Rates	Fringes

Diver, Wet.....\$ 45.80	18.84
Piledrivermen; Diver, Dry.....\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

Rates	Fringes

Diver, Wet.....\$ 38.34	16.95
Piledrivermen; Diver, Dry.....\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

Rates	Fringes

Diver, Wet.....\$ 37.34	16.07
Piledrivermen; Diver, Dry.....\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

Rates	Fringes

Diver, Wet.....\$ 40.65	17.62
Piledrivermen; Diver, Dry.....\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

CARP2239-001 07/01/2008		

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-002 05/23/2022		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 44.79	4.5%+21.61

ELEC0032-003 12/05/2022		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.67	21.48

ELEC0038-002 04/25/2022		

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 40.88	22.75

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0038-008 04/25/2022		
CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)		

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 29.30	13.29
Installer Technician.....	\$ 28.05	13.25

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

ELEC0064-003 11/28/2022

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
 MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.10	18.91

ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10

Municipal Power/Transit Projects.....\$ 40.10	16.42
LINE CONSTRUCTION: Groundman DOT/Traffic Signal & Highway Lighting Projects...\$ 25.06	12.26
Municipal Power/Transit Projects.....\$ 31.19	14.11
LINE CONSTRUCTION: Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects...\$ 36.13	15.03
Municipal Power/Transit Projects.....\$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

ELEC0071-010 01/01/2019BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

ELEC0071-014 01/01/2019ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &
Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

ELEC0082-002 12/05/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

* ELEC0082-006 11/28/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89

ELEC0129-003 02/27/2023

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0129-004 02/27/2023

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/06/2022

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	21.15

ELEC0245-001 08/29/2022

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0245-003 08/29/2022

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Heli-arc Welding.....	\$ 40.76	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%
Traffic Signal & Lighting Technician.....	\$ 39.80	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 08/29/2022

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified

straight-time rates for the work performed on such holiday.

ELEC0246-001 10/31/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	84%+36.47

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/28/2018

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.54	5%+18.06

ELEC0317-002 05/30/2022

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.85	28.25

ELEC0540-005 12/26/2022

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.28	27.04

ELEC0573-003 11/28/2022

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.70	20.94

ELEC0575-001 11/21/2022

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.14

ELEC0648-001 08/29/2022

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 33.00	21.44

ELEC0673-004 01/01/2023

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEauga (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 35.15	23.41

ELEC0683-002 05/30/2022

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.50	23.15
ELECTRICIAN.....	\$ 36.50	23.15

ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2021

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.35	27.81
ELECTRICIAN.....	\$ 34.30	27.62

ELEC1105-001 05/29/2023

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.45	24.22

ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom;

Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Insert/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0018-004 05/01/2019

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill

(all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Insert/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		

GROUP 4 - A & B.....\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 5 - A & B.....\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 1 - C & D.....\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 2 - C & D.....\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 3 - C & D.....\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 4 - C & D.....\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS	
GROUP 5 - C & D.....\$ 25.03	19.66
ALL OTHER WORK	
GROUP 1.....\$ 32.69	19.66
ALL OTHER WORK	
GROUP 2.....\$ 32.42	19.66
ALL OTHER WORK	
GROUP 3.....\$ 28.87	19.66
ALL OTHER WORK	
GROUP 4.....\$ 25.58	19.66
ALL OTHER WORK	
GROUP 5.....\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing;

Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

* IRON0017-002 05/01/2023

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEauga, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 35.83	28.01

* IRON0017-010 05/01/2023

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes

IRONWORKER

Structural, including metal building erection & Reinforcing.....	\$ 35.83	28.01

IRON0044-001 06/01/2022

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

* IRON0044-002 06/01/2023

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	23.30
Ornamental; Structural.....	\$ 32.37	23.30

* IRON0055-003 07/01/2023

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 25.40	23.87
Flat Road Mesh.....	\$ 29.77	21.30

Tunnels & Caissons Under

Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 34.25	28.20

* IRON0147-002 06/01/2023

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes

IRONWORKER.....	\$ 33.00	25.59

* IRON0172-002 06/01/2023

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes

IRONWORKER.....	\$ 34.07	22.55

* IRON0207-004 06/01/2023

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes

IRONWORKER		
Layout; Sheeter.....	\$ 34.00	27.16
Ornamental; Reinforcing;		
Structural.....	\$ 33.00	27.16
Ornamental; Reinforcing....	\$ 28.92	25.61

* IRON0290-002 06/01/2023

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from

Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.69	24.05

IRON0549-003 12/01/2022

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

* IRON0550-004 05/01/2023

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 33.00	22.27

* IRON0769-004 06/01/2023

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 36.16	28.34

* IRON0787-003 06/01/2023

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.30	23.95

* LAB00265-008 05/01/2023

	Rates	Fringes

LABORER

ASHTABULA, ERIE, HURON,

LORAIN, LUCAS, MAHONING,
MEDINA, OTTAWA, PORTAGE,
SANDUSKY, STARK, SUMMIT,
TRUMBULL & WOOD COUNTIES

GROUP 1.....	\$ 35.05	13.70
GROUP 2.....	\$ 35.22	13.70
GROUP 3.....	\$ 35.55	13.70
GROUP 4.....	\$ 36.00	13.70

CUYAHOGA AND GEAUGA
COUNTIES ONLY: SEWAGE
PLANTS, WASTE PLANTS,
WATER TREATMENT

FACILITIES, PUMPING

STATIONS, & ETHANOL PLANTS

CONSTRUCTION.....	\$ 37.66	13.70

CUYAHOGA, GEAUGA & LAKE
COUNTIES

GROUP 1.....	\$ 36.28	13.70
GROUP 2.....	\$ 36.45	13.70
GROUP 3.....	\$ 36.78	13.70
GROUP 4.....	\$ 37.23	13.70

REMAINING COUNTIES OF OHIO

GROUP 1.....	\$ 34.62	13.70
GROUP 2.....	\$ 34.79	13.70
GROUP 3.....	\$ 35.12	13.70
GROUP 4.....	\$ 35.57	13.70

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwwoman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

* PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the
East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; &
RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges
& Open Structural Steel; Tanks - Water Towers; Bridge
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2021

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 28.74	18.77
GROUP 2.....	\$ 28.74	18.77
GROUP 3.....	\$ 28.74	18.77
GROUP 4.....	\$ 28.74	18.77
GROUP 5.....	\$ 28.74	18.77
GROUP 6.....	\$ 28.74	18.77

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GROUP 7.....	\$ 28.74	18.77
GROUP 8.....	\$ 28.74	18.77
GROUP 9.....	\$ 28.74	18.77

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

Rates	Fringes

PAINTER

HEAVY & HIGHWAY BRIDGES-
GUARDRAILS-LIGHTPOLES-
STRIPING

Bridge Equipment Tender and Containment Builder....\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....\$ 26.30	10.20
Brush & Roller.....\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....\$ 26.05	10.20
Spray.....\$ 25.80	10.20

PAIN0093-001 12/01/2022ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 34.81	22.47
Power Generating Facilities.\$ 31.66	22.47

* PAIN0249-002 05/01/2023

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....\$ 26.23	12.56
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 26.23	12.56
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 26.98	12.56
GROUP 4 - Steeplejack Work..\$ 27.18	12.56
GROUP 5 - Coal Tar.....\$ 27.73	12.56
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 34.94	12.56
GROUP 7 - Tanks, Stacks & Towers.....\$ 29.87	12.56
GROUP 8 - Bridge Blaster, Rigger.....\$ 37.94	12.56

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

PAINTER

Bridge Equipment Tenders and Containment Builders....\$ 27.93	7.25

Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

Rates	Fringes

PAINTER

Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 34.44	18.19
Power Generating Facilities.	\$ 32.29	18.19

* PAIN0476-001 06/01/2023

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates	Fringes

PAINTER

GROUP 1.....	\$ 27.49	17.06
GROUP 2.....	\$ 34.12	17.06
GROUP 3.....	\$ 27.70	17.06
GROUP 4.....	\$ 27.99	17.06
GROUP 5.....	\$ 28.14	17.06
GROUP 6.....	\$ 28.39	17.06
GROUP 7.....	\$ 29.49	17.06

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

Rates	Fringes

PAINTER

GROUP 1.....	\$ 31.95	17.05
GROUP 2.....	\$ 33.47	17.05

GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2022

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.08	16.72
Structural Steel.....	\$ 26.68	16.72

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or

material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

PAIN0841-001 06/01/2018

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 25.75	14.35
GROUP 2.....	\$ 26.40	14.35
GROUP 3.....	\$ 26.50	14.35
GROUP 4.....	\$ 26.60	14.35
GROUP 5.....	\$ 27.00	14.35
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 27.00	14.35

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from
Scaffolds, Bridge Work and/or Open Structural Steel,
Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or
Galvanized, Bridges, Tunnels & Related Support Items
(concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel &		

Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

* PAIN1020-002 07/01/2023

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.64	15.56
Drywall Finishing & Taping..	\$ 27.39	15.56
Lead Abatement.....	\$ 28.39	15.56
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.39	15.56
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.89	15.56
Wallcoverings.....	\$ 27.39	15.56

All surfaces 40 ft. or over where material is applied to or
labor performed on, above ground level (exterior), floor
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

* PAIN1275-002 05/01/2023

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 35.57	14.25
Brush; Roller.....	\$ 29.96	14.25
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 30.66	14.25
Spray.....	\$ 30.46	14.25
Stacks; Tanks; & Towers.....	\$ 32.77	14.25
Structural Steel & Swing Stage.....	\$ 28.81	14.25

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

Rates	Fringes

PLASTERER.....\$ 28.21 17.11

* PLAS0132-002 07/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

Rates Fringes

PLASTERER.....\$ 28.40 16.24

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEauga, AND LAKE COUNTIES

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

Rates Fringes

PLASTERER.....\$ 28.21 17.11

PLAS0886-001 05/01/2018

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0886-003 05/01/2018

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0886-004 05/01/2018

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

Rates Fringes

PLASTERER.....\$ 28.21 17.11

* PLUM0042-002 07/01/2023

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND
& WYANDOT

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 37.62 25.47

PLUM0050-002 07/04/2022

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 44.60 28.51

PLUM0055-003 05/01/2022

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

Rates Fringes

PLUMBER.....\$ 40.00 28.43

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

Rates Fringes

Plumber and Steamfitter.....\$ 32.16 31.51

* PLUM0094-002 05/01/2023

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 38.03 23.09

* PLUM0120-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of
#303)

Rates Fringes

PIPEFITTER.....\$ 45.62 27.30

PLUM0162-002 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.47	26.80

PLUM0168-002 06/01/2023

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.95	34.97

PLUM0189-002 06/01/2022

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94

PLUM0219-002 06/01/2022

MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the county
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of
Medina County - All territory south of this line), PORTAGE, and
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 41.22	26.64

* PLUM0392-002 06/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.62	25.83

* PLUM0396-001 06/01/2023

COLUMBIANA (Excluding Washington & Yellow Creek Townships &
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 37.10	28.51

* PLUM0495-002 06/01/2023

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnellsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.82	35.40

* PLUM0577-002 06/01/2023

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.98	26.48

* PLUM0776-002 07/01/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.07	28.95

TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.49	16.40
GROUP 2.....	\$ 31.91	16.40

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;
4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck
Mechanic

* TEAM0436-002 05/01/2023

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		

GROUP 1.....	\$ 31.00	18.95
GROUP 2.....	\$ 32.50	18.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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**** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.**

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"



To: All Plan Holders of Record

From: CT Consultants, Inc.
For the Owner

Re: ***Addendum No. 2***
Water Tanks Improvements Project
Ashtabula County Board of Commissioners

Date: August 22, 2023

This Addendum forms a part of the contract documents and modifies the original bidding documents dated August 2023 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

SPECIFICATIONS

Q1. What is the order in which the tanks can and need to be recoated/repaired?

A1. Work shall be performed in a manner and schedule to allow the operation of the Ashtabula County water distribution system to be maintained and operated without needing supplemental water or infrastructure related improvements. To accommodate this, tanks shall be recoated either one at a time or in a manner that allows two of the three tanks to be online while the other is being rehabbed.

SPECIFICATIONS

Delete the following Specifications:

Section 098000 - WATER STORAGE TANK PROTECTIVE COATING
Section 099700 - SPECIAL COATINGS

Add the following Specifications:

Section 099713 - STEEL COATING
Section 099713.10 - STEEL COATING SURFACE PREPARATION
Section 099713.13 - WET INTERIOR STEEL COATING
Section 099713.21 - PIT PIPING EPOXY COATING
Section 099713.23 - EXTERIOR COATING SYSTEM
Section 099723.23 - CONCRETE FOUNDATION COATING

TM:mep

Enclosures

H:\2022\220876\SPEC\Addenda\Addendum 02\Addendum 02.Doc

8150 Sterling Ct. | Mentor | OH | 44060 | 440.951.9000 | www.ctconsultants.com

SECTION 09 97 13 - STEEL COATING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Painting of steel structures.
- B. Interior cleaning and disinfection.

1.02 REFERENCES

- A. AWWA Standards:
 - 1. D102 – 17 Painting Steel Water Storage Tanks.
 - 2. C652 – Disinfection of Water Storage Facilities.
 - 3. C655 – Field Dechlorination.
- B. NSF/ANSI
 - 1. NSF/ANSI 61

1.03 WORK INCLUDED

- A. Exterior: Apply a four (4) coat zinc epoxy urethane system.
- B. Exterior Alternate: Apply a four (4) coat zinc epoxy urethane fluoropolymer system.
- C. Wet Interior: Apply a two (2) coat zinc epoxy system and apply pit filler.
- D. Pit Piping: Apply a two (2) coat epoxy system.

1.04 EXISTING CONDITIONS

- A. Exterior: Acrylic system tested for lead at 11% by weight.
- B. Wet Interior: Epoxy system tested for lead at 0.078% by weight.
- C. Pit Piping: Unknown coating system to be treated as heavy metal bearing.

1.05 OMISSIONS or INCIDENTAL ITEMS

- A. It is the intent of these specifications to coat the structure for the purpose of corrosion protection on wet interior surfaces. It is the intent to coat the exterior for corrosion protection and aesthetics.
- B. Any small or incidental items not specifically detailed in the schedule, but obviously a part of the work are included in the work at no additional cost to the Owner.
- C. Engineer, as interpreter of the specifications, will determine if disputed items fall under this category. Prevailing custom and trade practices will be considered in this determination.

1.06 SUBMITTALS

- A. Submit the following with your annual prequalification:

1. Occupational Safety and Health Programs and certification that all site personnel have been trained as required by law.
- B. Submit the following ten (10) days prior to the preconstruction meeting:
 1. Safety Data Sheets (SDS) and Product Data Sheets:
 - a. Furnish from all suppliers Safety Data Sheets and product data sheets for all applicable materials including, but not limited to, paints, thinners, cleaners, degreasers, and abrasive materials.
 - b. Provide for employees one (1) copy of all data sheets at the job site for employee access.
 - c. Provide one (1) hard copy and an electronic copy to the Engineer.
 - d. No work may commence without the complete filing. All SDS shall conform to requirements of SARA (EPCRA) Right-to-Know Act.
 2. Ventilation Design Plan. Include airflow calculations and model, and number of fans.
 3. Dehumidification/Heat Design Plan. Include airflow calculations, model, number of units used, connection details, and power source.
 4. Fall Prevention Plan and Site Specific Fall Hazard Evaluation:
 - a. Site specific plan to contain a generic drawing of the existing structure and appurtenances of this structure and reflect safety changes specified for this project.
 - b. Certifications for all spiders, scaffolding, stages, etc. to be used on the project. All certifications to be current, less than one year old.
- C. Submit the following at the preconstruction meeting:
 1. Designated OSHA Competent Person and qualifications, if not previously submitted.
- D. Submit the following within two (2) weeks of project completion with final pay request:
 1. Waste manifest, waste hauler and disposal facility. Required only if waste is hazardous.
 2. Waivers of lien.
 3. Copies of any formal worker safety or environmental citations received on the project.

1.07 OWNER RESPONSIBILITY

- A. Drain the structure with a seven (7) day notice after Contractor meets all precedent conditions of the contract.
- B. Fill the tank and draw samples and test after chlorination; responsibility of good results remains with the Contractor. Poor test results could result in added costs to Contractor, including re-chlorination, cost of water, plus possible liquidated damages.

1.08 DELIVERY and STORAGE of MATERIAL

- A. Submit manufacturer's invoice, with or without paint cost, to the Engineer for review. This submittal will be used to identify the quantity of paint recommended by the manufacturer for a job of this size and design and will be used to check the quantity actually delivered to the project.
- B. Cover bulk materials subject to deterioration because of dampness, weather, or contamination, and protect while in storage.
- C. Maintain materials in original, sealed containers, unopened and with labels plainly indicating the manufacturer's name, brand, type, grade of material, and batch numbers.
- D. Remove from the work site containers that are broken, opened, water marked, and/or contain caked, lumpy, or otherwise damaged materials. They are unacceptable.
- E. Store the material in a climate controlled designated area where the temperature will not exceed the manufacturer's storage recommendations. Heat the storage area to the manufacturer's recommended minimum mixing temperature.
- F. Keep equipment stored outdoors from contact with the ground, away from areas subject to flooding, and covered with weatherproof plastic sheeting or tarpaulins.
- G. Store all painting materials in a location outside the structure.
- H. Do not store or have on-site unapproved material, material from different manufacturers, or materials from different projects.

1.09 ACCESS and INSPECTOR SAFETY

- A. Provide access to all portions of the project where work is being completed. Access must be close enough and secure enough to allow inspector to use inspection equipment without extensions.
- B. Provide personnel to assist with access and to ensure Contractor's access equipment is safely used.
- C. Provide separate fall protection devices and safety lines for the Owner and inspectors. Limit fall to 5 ft. vertically.
- D. New safety tie-off points have been added as part of this project, see Section 05 00 00 Metal Repairs. Do not rig equipment from these points. Provide separate fall protection cables and safety grabs for each tie-off point. The Contractor can install additional rigging couplings for staging. Coupling design for the additional couplings is to match those designed for safety lines.
 - 1. Tie-off points are located on the roof for wet interior safety.
 - 2. Tie-off points are located on the bowl for safety lines during exterior coating.
- E. These specifications require the Contractor to supply a separate fall protection cable and safety grab for each tie-off point for the inspector's use. The Contractor is encouraged to provide a separate cable and tie-off for each worker. The cables may

be connected to the same tie-off point as the inspector's, but a separate cable and safety grab are required for each user.

1.10 INSPECTION and TESTING

- A. Prior to the scheduled inspection, remove all dust, spent abrasive, and foreign material from the surface to be coated.
- B. The Contractor is to furnish an instrument for measuring the wet film thickness, and also a calibrated instrument for measuring dry film thickness of each field coat of paint. The dry film thickness testing gauge shall be the magnetic type as manufactured by Elcometer Co., or the Nordson Gauge Co.; spring loaded model with two percent (2%) accuracy margin over a range of one-to-twenty-one (1-21) mils or equal.
- C. The Engineer will furnish and operate inspection equipment for their own use as quality assurance.
- D. Certify to the Owner that the specified paint has been applied at the paint manufacturer's recommended coverage, and to the specified thickness required. Also, certify that the paint has been applied in accordance with this contract.
- E. Take all necessary steps, including dry stripping by brush or roller, to ensure a holiday-free coating system.
- F. The wet interior coatings are subject to low or high voltage holiday testing.
- G. The Owner and Engineer reserve the right to perform destructive testing under conditions deemed necessary. Testing may include, but is not limited to, the Tooke thickness test and adhesion testing. Any damage caused by these tests will be corrected to specifications at the Contractor's expense.

1.11 CLIMATIC CONDITIONS

- A. Do not apply paint when the temperature, as measured in the shade, is below the manufacturer's required ambient and surface temperatures.
- B. Do not apply paint to wet or damp surfaces, or during rain, snow, or fog.
- C. Do not apply paint when it is expected the relative humidity will exceed 85%, or the surface temperature is less than 5° above dew point, or the air temperature will drop below the manufacturer's requirements for proper cure. Anticipate dew or moisture condensation, and if such conditions are prevalent, delay painting until the inspector is satisfied the surfaces are dry.

1.12 APPLICATION

- A. Complete all painting and surface preparation in strict accordance with these specifications, approved paint manufacturer's specifications, and good painting practices per SSPC.

- B. Apply each coating at the rate and in the manner specified by the manufacturer. Check the wet film thickness every 200 sq. ft. to ensure each coat applied meets the dry film thickness range requirements.
- C. Allow sufficient time for each coat of paint to dry and cure. Allow a minimum of twenty-four (24) hours between coats, unless product requirements have a maximum time less than 24 hours.
- D. Apply exterior coating by brush and roller only. Spray application is not permitted without prior approval of the Engineer. Even with prior approval, responsibility for damage still remains with the Contractor.
- E. Painting may be delayed because of poor coverage or the potential damage from overspray and/or dry spray. In all cases, responsibility for damages rests with the Contractor.
- F. The Contractor is responsible for the appearance of the finished project and is warned to prevent contact with any freshly applied coating. Removal of rigging shall be completed so not to mar or damage the coating.
- G. Coatings shall be applied using methods to eliminate roller or spray marks in the finished product on the exterior.
- H. Stripe the wet interior prior to the application of the final coat.
- I. Additional coats required for coverage or to eliminate roller marks, spray marks and to repair dry spray and overspray are the responsibility of the Contractor at no additional cost to the Owner.
- J. Use of pole extension on spray guns is prohibited for all paint application.
- K. Mixing of partial kits is not permitted. All partial cans of coating must be removed from the site.
- L. Mixing blades to be clean. The Engineer has the right to reject mixing blades based on cleanliness or paint build-up. Do not use the same mixing blade for different coatings (i.e. epoxy and urethane coatings).

1.13 PRESSURE RELIEF VALVES

- A. Furnish two (2) pressure relief valves.
- B. The valves shall be Aquatrol series 69F1 or approved equal.
- C. Valves will need to be fitted with hydrant thread adaptor. Valves to be adjustable with range a minimum of 30 to 90 psi. Set valve at 60 psi.
- D. Supply three (3) days prior to draining of the structure.
- E. After work to the structure and successful disinfection have been completed, the Owner will return the valves to the possession of the Contractor.
- F. Cost shall be incidental to project cost.

PART 2 - PRODUCTS

2.01 COLOR

A. Exterior Coatings:

1. Supply the Engineer with a color chart to allow the Owner ample time for the exterior topcoat color selection.
2. Factory tint the intermediate coat(s) for all areas of the structure if similar to the finish coat. Tinting shall be sufficient to allow visibility of the dissimilar color from 1 ft., and from 100 ft.
3. The Owner shall select or verify the topcoat color at the preconstruction meeting.

B. Wet Interior Coatings:

1. The color is to be a different tint between coats. Tinting to be performed in the factory. The final color is to be white. The topcoat color is to be verified at the preconstruction meeting.

2.02 SUBSTITUTIONS

- A. All coatings specified and approved herein have met or exceeded a specified list of ASTM standards. The materials specified are the standard to which all others shall be compared.
- B. The purpose is to establish a standard of design and quality, and not to limit competition.
- C. Other manufacturers wishing to have their products approved have also had their coatings tested using the same representative of Dixon Engineering, Inc., and the same test methods.
- D. Approval by ANSI/NSF Standard 61 is also a requirement for potable water contact coatings.
- E. The selection of coatings also has taken into consideration the manufacturer's current and past performance on availability, stocking, and shipping capabilities, ability to resolve disputes, and any applicable warranties.

2.03 DEHUMIDIFICATION and HEATING - WET INTERIOR

- A. Supply dehumidification/heating units capable of maintaining dew point temperature lower than 15° below surface temperature during blasting and lower than 5° during coating application and cure, and steel temperature maintained above the manufacturer's printed requirements.
- B. Supply a dehumidifier designed with a solid desiccant having a single rotary desiccant bed capable of continuous operation, with fully automatic operation. Do

- not use liquid desiccant, granular, or loose lithium chloride drying systems. Refrigerant systems may be used in conjunction with desiccant units.
- C. Plumbing, noise control, insulation, venting, and all incidental items needed to provide proper ambient conditions shall be included as one package.
 - D. Supply and maintain a power source for the dehumidifier and heater, unless otherwise specified.

2.04 DUST COLLECTORS – AIR FILTRATION UNITS

- A. Furnish and use a dust collector during all blasting work.
- B. Units to be equal in filtration capacity to Eagle Industries dust collectors. Other units may be used, but their substitution will be evaluated on efficiency at 0.5 micron size and airflow movement.
- C. Use 30,000 CFM minimum for wet interior work.
- D. Substitution of steel grit blasting may decrease the requirements above. New requirements will be defined by the Engineer based on the efficiency of the Contractor's equipment.
- E. Furnish HEPA filters for dust collection.
- F. Number of dust collectors shall be sufficient to supply a 50 ft./minute downward draft at most areas. An average may be considered. Determination of actual containment plan will be the deciding factor. Calculations of airflow shall be included in the containment submittal.
- G. Use only new filters or filters certified clean.

2.05 GROUND TARPS

- A. Use impermeable ground tarps, 20 mils thick.
- B. Use ground tarps able to withstand the anticipated construction traffic without tearing or separating.

2.06 EQUIPMENT COVERING

- A. Use material that is 8 – 10 mils thick, and 100% impermeable to all vulnerable equipment.
- B. Use material resistant to tear and/or rip by mechanical action from abrasive blasting during blasting operations.
- C. Make coverings airtight by use of duct tape at the openings, or other suitable measures.
- D. Meet with representative of equipment Owner to verify covering will not damage equipment. Damage is the Contractor's responsibility. This includes not only the Owner's equipment, but also telecommunication antennas, cables, buildings, controls, etc.

2.07 AIR DRYER for COMPRESSOR

- A. Use air dryers sufficient to remove 98% of the moisture from the compressed air. Size the dryers on total cfm using manufacturer supplied charts. Upon request, supply charts to Engineer for verification.
- B. If the dryer fan is not operable, cease all blasting until the dryer is replaced or repaired.
- C. Supply air dryer with an air draw-off valve to check air for dryness, oil contamination, and cleanliness on the outlet side of the air dryer.
- D. For cleaning operations, draw clean air from the outlet side of the air dryer.

PART 3 - EXECUTION

3.01 DISINFECTION

- A. Disinfect the completely painted structure in accordance with AWWA Standard C652 Chlorination Method No. 3.
- B. Furnish the material and labor necessary to disinfect the structure in the required manner. Assist Owner during filling.
- C. Do not allow water to enter the distribution system until satisfactory bacteriological test results are received.
- D. Owner is responsible to collect two consecutive bacteriological samples, 24 hours apart, following disinfection. Satisfactory results are required before the tank can be returned to service.
- E. Water drained to waste may not contain any substances in concentrations that can adversely affect the natural environment. No total residual chlorine may be measured in water discharged to surface water. It is recommended that the water be dechlorinated per AWWA C655F Field Dechlorination.
- F. Pay all additional expenses if it is necessary to repeat the testing and disinfection procedure as a result of defective work.

3.02 PROTECTION of NON-WORK AREAS

- A. Protect all non-blasted/painted surfaces prior to all abrasive blast cleaning/painting.
- B. Thoroughly cover the fill/drain pipe, overflow pipe, and all other openings. Do not permit abrasive or paint chips to enter into the piping or distribution system. Use watertight seals on the pipes.
- C. Protect and seal all controls and electrical components (even if they are not in the immediate work area) that are in danger from the project. Coordinate with the Owner so all controls are shut down and/or vented if necessary.

3.03 ANTENNA REMOVAL

- A. There are eleven antennas mounted on the roof. The number of antennas listed are from the last known condition.
- B. The antennas and cables are to be removed by the Owner prior to the start of the project and reinstalled after coating is completed.
- C. All welded brackets will remain in place for the Contractor to surface prepare and paint.
- D. Any galvanized or stainless steel materials are to be removed by the antenna carrier prior to tank surface preparation and reinstalled by the antenna carrier after the topcoat is dry to the touch.
- E. All previously coated items are to be removed surface prepared, coated and reinstalled with the original brackets after the topcoat is dry to the touch.
- F. Cost is incidental to the project.

3.04 ANTENNA EQUIPMENT COATING

- A. Antenna equipment is to be surface prepared and coated to match the exterior tank per these specifications including but not limited to: brackets, cable shrouds, and mounting poles.
- B. All previously coated items are to be coated per the exterior specifications. Any galvanized, stainless steel or other uncoated materials are to remain uncoated.
- C. Cost is incidental to the project.

3.05 DEHUMIDIFICATION/HEATING

- A. Control the environment with dehumidification equipment twenty-four (24) hours a day during blast cleaning, coating operations, and 48 hours after the topcoat (including holiday touch-ups and repairs are performed) as a minimum to maintain ambient conditions until cure completion.
- B. Supply sufficient dry air to assure the air adjacent to surfaces to be abrasive blast cleaned or coated does not exceed minimum required humidity at any time during the blasting, coating, or curing cycle.
- C. Monitor and record ambient conditions twenty-four (24) hours a day throughout abrasive blast cleaning and painting work (use Polygon Exact Aire, DRYCO ClimaTrack, DH Tech HOB0U30 data logger, or approved equal). Monitor to be capable of being programmed with condition parameters and of alerting Contractor, Engineer and Owner via phone or e-mail of condition or equipment failures.
- D. Contractor to manually test interior ambient conditions three (3) times a day, or more often with rapid weather changes. Record daily readings. Adjust or add equipment as required to maintain steel temperatures, dew point, and humidity. (This is in addition to the monitor with recorder noted above).
- E. Use a minimum 4,000 CFM dehumidification capacity for all wet interior work.

- F. Surround the units with noise suppressant enclosures, unless units are sound attenuated or have noise suppressants. More extensive enclosure requirements are required in residential areas where the machines must run all night. Noise suppressant level needed will depend on the size of the dehumidification units, their efficiency, and their locations. Provide noise suppressant enclosures of sufficient height and thickness to lower noise to an acceptable level for neighbors. Also provide noise suppressant enclosures for generators.
- G. Auxiliary heaters may be necessary to maintain the surface temperature at a level acceptable to the coating manufacturer's application parameters. The auxiliary equipment must be approved for use by the manufacturer of the dehumidification equipment and shall meet the following requirements. Auxiliary ventilation equipment and/or dust collection equipment can affect the exchange rate.
 - 1. Heaters shall be installed in the process air supply duct between the dehumidifier and the work, as close to the work as possible. Air heaters are not acceptable as a substitute for dehumidification without approval.
 - 2. Use only electric or indirect gas fired auxiliary heaters. No direct fired space heaters will be allowed during blasting, coating, or curing phase.
- H. Seal off the work, allowing air to escape at the bottom of the space away from the point where the dehumidified air is being introduced. Maintain a slight positive pressure in the work unless the dust from the blasting operation is hazardous.
- I. Where necessary to filter the air escaping the space, design the filtration system to match the air volume of the dehumidification equipment in such a way that it will not interfere with the dehumidification equipment's capacity to control the space as described herein. Do not re-circulate the air from the work or from filtration equipment back through the dehumidifier when coating or solvent vapors are present. Outside air is to be used during those periods.
- J. Securely attach duct work to the equipment and work to minimize air loss. Design hoses with sufficient capacity and minimal bends to reduce friction loss.
- K. Dehumidification and its operating power source are incidental to the respective painting project (wet or dry interior).
- L. Set-up and operate equipment twenty-four (24) hours (or earlier) prior to start of blasting.

3.06 DUST CONTAINMENT – INTERIOR

- A. Do everything within the Contractor's power to minimize dust as a nuisance.
- B. No visible dust release is allowed from roof openings and other access openings.
- C. Seal or close all openings prior to blasting (see ventilation requirements). Connect the air filtration unit directly to a manhole extension.

- D. Design the manhole extension to allow access of hoses through a side exit that is sealable after hoses are in-place. Install the air filtration unit directly to the end of the extension.
- E. Seal of the side exit will be tested by holding a smoke agent 6 in. outside the seal with the air filtration unit operating. If smoke is drawn to the seal area, additional sealing will be necessary.
- F. The Contractor may reverse this operation by connecting the air filtration unit to the roof manhole and sealing around the hose. Also seal the roof vent. A sealed semi-rigid structure also may be used where employees have access through a side door. 90% of the air draw must be from the tank proper.
- G. Construct the semi-rigid structure from 8 ft. x 8 ft. x 6 ft. high scaffold framing and cover with tarps, with all edges lapped 2 ft. minimum and an overlapped entranceway.

3.07 VENTILATION REQUIREMENTS

- A. Supply mechanical ventilation sufficient to change air in the tank six (6) times each hour during blast and coating operations.
- B. In calculating air exchange, the dust collector air capacity can be considered a part of the air being changed up to 50% of ventilation requirements.
- C. Use the roof and riser, and/or sidewall manways with fans to move the required air.
- D. Ventilate wet interior areas a minimum of seven (7) days after completion of painting, or longer until the wet interior coating has fully cured. Maintain ventilation at the rate of two (2) complete air changes per hour. The Owner reserves the right to perform a MEK Solvent Double Rub Test per ASTM D 4752 to verify the cure of the coating film prior to returning the tank to service.
- E. Cost of ventilation is incidental to the project.
- F. Additional ventilation openings may have to be installed by the Contractor. Submit size, details, and location(s) for approval by the Owner prior to cutting any opening. All costs associated with repairs by a certified welder are incidental.
- G. (Ventilation with exterior containment): All fans must blow into the structure unless the exterior containment is fully deployed. Air filtration unit for the exterior must be operating. Zero release to the atmosphere will be permitted.
- H. (Ventilation using wet riser or sidewalls on a reservoir and no exterior containment): Connect the air filtration unit per the above Dust Containment – Interior section. All fans on the roof and sidewalls must blow in. If all openings are not needed for ventilation, seal them. Zero release to the atmosphere will be permitted.

3.08 GROUND COVER during WATER CLEANING

- A. Protect the ground from contamination. Tarp at least 10 ft. from the structure's base.
- B. Lap all ground tarps a minimum of 2 ft.

3.09 LIGHTING of WORKSPACE

- A. Provide durable lighting fixtures designed for the intended work environment for use during blasting, painting, and during all inspections.
- B. Encase portable lamps in a non-conductive, shatterproof material. Use only heavily insulated cable with an abrasive resistant casing.
- C. Install all temporary electrical items in accordance with all local, state, and federal codes, including OSHA.
- D. Protect from paint overspray and damage from abrasive materials.
- E. Measure required illumination during surface preparation and coating application at the work surface. Supply 20 ft. candles minimum illumination during blasting and painting, and 30 ft. candles minimum prior to and during inspection, per SSPC-Guide 12. Inspect the prepared surface at the higher illumination prior to calling for inspection. All work must conform to specification requirements prior to the scheduled inspection.
- F. Measure the illumination at the work surface in the plane of the work.

PART 4 - SPECIAL PROVISIONS

4.01 SCHEDULING

- A. Complete all welding and any other work that damages the coating before paint operations begin, including surface preparation. The exception is paint removal in the weld area.
- B. If Contractor wants a variance in this schedule, request the change and give reason in writing to the Owner. The project manager will reply with a written Field Order if change is approved. Engineer reserves the right to put further restrictions in Field Order. If Contractor objects to restrictions, he may revert to the original specifications.

4.02 GRASS RESTORATION

- A. The Contractor is to report any damaged ground at the construction site in writing prior to mobilization of equipment, otherwise all repairs to the damaged ground will be the responsibility of the Contractor.
- B. Refill all holes, ruts etc. with clean topsoil, and level area around the construction site to the original grade.
- C. Fill material to be clean soil, no gravel, rocks or construction debris is to be used as fill material without the Owner's consent.
- D. Bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 in. - 4 in. Thoroughly break all lumps and clods.

- E. Rake area to be seeded. Sow seed at a minimum rate of 220 lbs/acre. Use seed intended for the climate.
- F. Work to be completed to the Owner's satisfaction.
- G. Cost is incidental to the project.

END OF SECTION 099713

SECTION 099713.10 - STEEL COATING SURFACE PREPARATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Full Field Abrasive Blast Cleaning.

1.02 REFERENCES

- A. AWWA Standards:
 - 1. D102-17 Painting Steel Water Storage Tanks.
- B. SSPC and NACE Standards:
 - 1. SP6/NACE No. 3 – Commercial Blast Cleaning.
 - 2. SP10/NACE No. 2 – Near-White Metal Blast Cleaning.
 - 3. VIS 1 (Visual standard for abrasive blasted metal).

1.03 WORK INCLUDED - SURFACE PREPARATION

- A. Exterior and Exterior Alternate: Abrasive blast clean to a SSPC-SP6 commercial standard with containment.
- B. Wet Interior: Abrasive blast clean to a SSPC-SP10 near-white metal standard.
- C. Pit Piping: Abrasive blast clean to a SSPC-SP6 commercial standard.
- D. Lead/Chrome Paint: For additional requirements see Section 09 97 13.12 Lead/Chrome Disposal.
- E. Containment: For additional requirements see Section 09 97 13.11.01.

1.04 WASTE AND SOIL SAMPLING

- A. Sample spent abrasive waste from the project. Keep waste from separate sections of the structure segregated. Send to a NLLAP certified lab and test for TCLP for eight (8) metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver).
- B. The Owner reserves the right to collect samples and to send them to their selected lab. This will be determined at the preconstruction meeting.
- C. Pay all lab fees for eight (8) metals TCLP analysis on spent abrasive waste samples.
- D. Pay all lab fees for total lead, chromium, and cadmium on soil samples, and any subsequent testing if clean-up is warranted.

PART 2 - PRODUCTS

2.01 EXTERIOR CLEANER

- A. United 727 Weather-Zyme as manufactured by United Laboratories, 320 37th Ave., St. Charles, IL 60174 1-800-323-2594.

2.02 FLASH RUST INHIBITOR

- A. Hold-Tight 102 as manufactured by Hold-Tight Solutions, Inc., P.O. Box 77066, Houston, TX 77215 1-800-319-8802.

2.03 ABRASIVE – COAL SLAG – PRETREATED SURFACES - LEAD

- A. The coal slag shall be 20-40 grade, or 30-60 grade.
- B. The abrasive shall be free of moisture, water soluble contaminants, dust, and oil.
- C. The abrasive shall be stored and covered to prevent moisture contamination.
- D. All leaking or spilling bags shall be removed, and affected areas properly cleaned.
- E. All slag abrasive shall meet the requirements of SSPC-AB1 “Mineral and Slag Abrasive” June 1, 1991-Grade 3.
- F. The use of silica sand, flint sand, and glass beads is prohibited.
- G. All abrasive and grit material used, and all equipment supplied shall be subject to approval of the Engineer. The abrasive or grit shall be sharp enough and hard enough to remove the mill scale, rust, and paint.

2.04 ABRASIVE with BLASTOX – EXTERIOR – PIT PIPING – LEAD

- A. The abrasive shall be 20-40 grade, or 30-60 grade coal slag blended with Blastox. The mixture shall be proportioned by supplier, but not less than 15% Blastox.
- B. Other low dust abrasive may be used at the same proportion.
- C. The abrasive shall be free of moisture, water soluble contaminants, dust, and oil.
- D. The abrasive shall be stored and covered to prevent moisture contamination.
- E. All leaking or spilling bags shall be removed, and affected areas properly cleaned.
- F. All slag abrasive shall meet requirements of SSPC-AB1 “Mineral and Slag Abrasive” June 1, 1991-Grade 3.
- G. The use of silica sand, flint sand, and glass beads is prohibited.
- H. All abrasive and grit material used, and all equipment supplied shall be subject to approval of the Engineer. The abrasive or grit shall be sharp enough and hard enough to remove the mill scale, rust, and paint.
- I. Blastox can be used for non-immersion surfaces only, this product is not approved for use inside potable water storage tanks.

2.05 RECYCLABLE STEEL GRIT – ALTERNATE

- A. Use recyclable steel grit size G-25 or G-50.

- B. The abrasive is to be free of moisture, water soluble contaminants, dust, and oil.
- C. The abrasive is to be stored and covered to prevent moisture contamination.
- D. All leaking or spilling containers are to be removed, and affected areas properly cleaned.
- E. All recyclable steel grit shall meet requirements of SSPC-AB1 "Metallic Abrasive" June 1, 1991.
- F. All abrasive and grit material used, and all equipment supplied shall be subject to approval of the Engineer. The abrasive or grit shall be sharp enough and hard enough to remove the mill scale, rust, and paint.

PART 3 - EXECUTION

3.01 PRE-SURFACE PREPARATION - WET INTERIOR

- A. Low pressure water clean at 4,000 psi all surfaces and appurtenances to remove sediment, minerals, and other contaminants.
- B. Staining may remain in place prior to abrasive blast cleaning, Engineer to approve cleanliness.

3.02 PRE-SURFACE PREPARATION - EXTERIOR

- A. Low pressure water clean at 4,000 psi all surfaces and appurtenances to remove mildew, soot, and other contaminants.
- B. Use a biodegradable algicide for the exterior approved by the Engineer.
- C. Hand wash with a higher concentration of algicide any mildew not removed by power washing.
- D. Mix algicide at level recommended by the manufacturer, but not at a level that could result in an environmental problem.
- E. Hold water jet nozzle using a 0° or 15° tip perpendicular (90° to surface) at all times. Maintain a water jet nozzle distance of 2 in. - 10 in. from the surface.

3.03 NEAR-WHITE METAL (SSPC-SP10) DRY BLAST - WET INTERIOR

- A. Abrasive blast clean all surfaces and appurtenances to a near-white metal finish (SSPC-SP10), latest edition thereof.
- B. Maintain a profile of 2.0 - 3.0 mils on abrasive blast cleaned surfaces.
- C. All interior abrasive blast cleaning is to be completed and all spent abrasive removed, and surfaces thoroughly cleaned prior to any primer application.
- D. Once an area is acceptable for painting, apply all coats and allow coating to cure to touch prior to resumption of blasting or blast the entire tank before painting, use dehumidification to hold the blast. It is the Contractor's discretion and responsibility to determine if the entire tank is to be blasted, or what size is to be blasted and coated (all coats).

- E. The Contractor is responsible for supplying heat and dehumidification to maintain blast conditions.

3.04 COMMERCIAL BLAST (SSPC-SP6) - EXTERIOR - PIT PIPING

- A. Abrasive blast clean all surfaces and appurtenances to a commercial finish (SSPC-SP6), latest edition thereof.
- B. Maintain a profile of 1.0 -2.0 mils on abrasive blast cleaned surfaces.

3.05 HAZARDOUS WASTE DISPOSAL

- A. Contract directly with a licensed hazardous waste hauler who is properly licensed in the State of Ohio to haul hazardous material.
- B. Transport the debris for treatment to a licensed hazardous waste disposal site.
- C. The Contractor will not be paid any retainage until paperwork has been submitted, including submittal of the hazardous waste manifest. Any original of the hazardous waste manifest shall be returned to the Owner.
- D. Remove all hazardous waste from the site within thirty (30) days of completion of the blasting portion of the project.
- E. Payment for disposal of hazardous waste is incidental to the project.

3.06 WASTE DISPOSAL -NON-HAZARDOUS

- A. If after testing of the spent abrasive material the TCLP tests indicate the abrasive is not a hazardous waste, dispose the abrasive in a waste disposal facility.
- B. All waste shall be handled by a licensed hauler. Supply the Owner with all proper documentation of the final disposal site. The actual bill of lading and all manifests will be required prior to any payment.
- C. Payment for non-hazardous waste disposal is incidental to interior or exterior painting.

3.07 WASTE DOCUMENTATION

- A. Supply proper documentation of storage, transportation, and treatment, or disposal of the waste to the Owner. The Owner will retain sufficient funds from the Contractor to pay for hazardous waste transportation, treatment, and any possible fines until all documentation has been received. This retainage will be held, even if the waste has tested non-hazardous.

3.08 TESTING and CLEAN-UP of WASTE

- A. Daily collect all spent abrasive from the ground tarps and dispose in the required receptacles. Prior to receiving test results, spent abrasive shall be stored on ground tarps. The spent abrasive is to be covered and weighted down so no dust can be released.

- B. Furnish containers with proper labels for storage of the spent debris. Containers shall meet requirements of the EPA (or their local counterpart) for hazardous waste disposal. The spent abrasive will be moved directly from the tank into the waste containers. The containers will remain until final test results have been received. Furnishing containers with covers will be incidental to respective repaint, and will not be affected by the Owner's final selection of respective interior or exterior disposal.
- C. Waste to remain on-site in covered receptacles until waste test results are received.

END OF SECTION 099713.10

SECTION 099713.13 - WET INTERIOR STEEL COATING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Painting the wet interior.

1.02 REFERENCES

- A. SSPC and NACE Standards
 - 1. PA1 - Paint Application.
 - 2. PA2 - Measurements and Calibration.
 - 3. NACE RP 0178 Surface Finish Requirements.

1.03 WORK INCLUDED

- A. Application of a two (2) coat zinc 100% solids epoxy system.
- B. Application of a 100% solids pit filler.

PART 2 - PRODUCTS

2.01 ZINC 100% SOLIDS EPOXY - 2 COAT SYSTEM

- A. System to meet all National Sanitation Foundation 61 certification standards for potable water contact.
- B. Approved suppliers and systems:

Manufacturer	System
Tnemec	94H2O/N140(stripe)/FC22
Induron	Indurazinc MC-67/PE-70(stripe)/Permaclean 100
Sherwin Williams	Corothane I galvapak/646PW(stripe)/Sherplate PW
- C. Approved pit filler:

Tnemec	215
Induron	Aquatopoxy A-6 Thick
Sherwin Williams	To be submitted

PART 3 - EXECUTION

3.01 ZINC 100% SOLIDS EPOXY - 2 COAT SYSTEM

- A. Apply a two (2) coat one hundred percent solids epoxy paint system with a zinc primer to all prepared surfaces and appurtenances.

B. Abrasive blast cleaning and paint requirements have been previously defined in Section 09 97 13.10.

C. Apply each coat at the following rates:

Coat	Minimum DFT (mils)	Maximum DFT (mils)
Primer	2.5	3.5
Stripe Coat	1.5	2.5
Topcoat	25.0	30.0
Total	27.5*	33.5*

*Total does not include stripe coat.

D. Supply each coat in the color specified, or in color approved by the engineer. No color bleedthrough should occur if proper application rates are observed.

E. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.

F. Because of the unique properties of one hundred percent epoxy coatings, the following environmental restrictions, application procedures, and storage procedures shall be included to clarify the special requirements necessary for a successful painting project.

1. In no instance shall the coating be applied at surface temperatures below 35°F (for primer and topcoat), unless a written request has been supplied to the engineer. Epoxy coating to be stored at a minimum of 70°F for 48 hours before paint application begins.
2. Appropriate spray equipment for proper execution of the work shall be used by the contractor.
3. Manufacturer's representative shall be on site and certify that all equipment and materials on site conform with application requirements. Representative shall verify proper mixing and application of 100% solids epoxy

3.02 PIT FILLER

- A. Fill all pits marked by the engineer.
- B. The engineer will assess severity of pitting after old coating has been removed.
- C. Apply filler with the stripe coat application.
- D. Payment will be on a per pit basis with all pits smaller than 2½ in. diameter equal to one pit. Pits greater than 2½ in. will be negotiated extrapolating from the criteria of 2½ in. diameter equals one pit. Pits will not be measured; visual interpretation only.
- E. Payment will be a separate line item "Pit Filling." The figure of 200 pits is an estimated figure. The owner reserves the right to increase or decrease this quantity, or delete this item.

3.03 SCHEDULE of WORK

- A. Complete all exterior and interior welding prior to surface preparation.

SECTION 099713.21 - PIT PIPING STEEL EPOXY COATING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Painting the pit piping.

1.02 REFERENCES

- A. SSPC and NACE Standards:

1. PA1 - Paint Application.
2. PA2 - Measurements and Calibration.
3. NACE RP 0178 Surface Finish Requirements.

1.03 WORK INCLUDED

- A. Application of a two (2) coat epoxy system.

PART 2 - PRODUCTS

2.01 EPOXY - 2 COAT SYSTEM

- A. Two (2) coat epoxy system.

- B. Approved suppliers and systems:

Manufacturer	System
Tnemec	N140/N140(stripe)/N140
Induron	PE70/PE70(stripe)/PE70
Sherwin Williams	646PW/646PW(stripe)/646PW

PART 3 - EXECUTION

3.01 EPOXY - 2 COAT SYSTEM

- A. Apply to all prepared surfaces a two (2) coat epoxy system.
- B. Surface preparation has been previously defined in Section 09 97 13.10.
- C. Apply each coat at the following rates:

Coat	Minimum Maximum	
	D.F.T. (mils)	D.F.T. (mils)
Primer	4.0	6.0
Stripe	1.5	2.5
Topcoat	4.0	6.0
Total	8.0*	12.0*

*Totals do not include stripe coat.

- D. Stripe coat to be applied to all welds, angles, and sharp edges throughout the structure.
- E. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleedthrough should occur if proper application rates are observed.
- F. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.
- G. Allow a minimum of twenty-four (24) hours between coats (including stripe coat). Additional time may be necessary if low temperatures require an increase in the necessary cure time.

END OF SECTION 099713.21

SECTION 099713.23 - EXTERIOR STEEL COATING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Painting on the exterior – base bid.

1.02 REFERENCES

- A. SSPC and NACE Standards:
 - 1. PA1 – Paint Application.
 - 2. PA2 – Measurements and Calibration.
 - 3. NACE RP 0178 Surface Finish Requirements.

1.03 WORK INCLUDED

- A. Application of a four (4) coat zinc epoxy urethane system.
- B. Application of lettering.

PART 2 - PRODUCTS

2.01 ZINC EPOXY URETHANE - 4 COAT SYSTEM

- A. The coating shall be an epoxy urethane system.
- B. The contractor is advised to follow all rules for safety while using isocyanates.
- C. Ultraviolet protection additives mixed at factory only. There will be no tinting or addition of any material other than the manufacturer's thinners.
- D. Approved suppliers and systems:

Manufacturer	System
Tnemec	90-97/N69/1074/1074UV
Induron	Indurazinc MC-67/PE-70/I-6600 Plus/I-6600 Plus
Sherwin Williams	Corothane I galvapak/646PW/Acrolon Ultra/Acrolon Ultra

PART 3 - EXECUTION

3.01 ZINC EPOXY URETHANE - 4 COAT SYSTEM

- A. Apply to all prepared surfaces and appurtenances a four (4) coat zinc epoxy urethane system.
- B. Surface preparation and paint requirements have been previously defined in Section 099713.10. Apply all coatings by brush and roller. Spray application is prohibited.

C. Coat	Minimum D.F.T. (mils)	Maximum D.F.T. (mils)
Primer	2.5	3.5
Epoxy Intermediate	2.0	3.0
Urethane Intermediate	2.0	3.0
Topcoat	2.0	3.0
Total	8.5	12.5

- D. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleedthrough should occur if proper application rates are observed.
- E. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.
- F. Allow a minimum of twenty-four (24) hours between coats. Additional time may be necessary if low temperatures require an increase in the necessary cure time.
- G. The contractor should be advised that Dixon Engineering, Inc. will take mil readings on the exterior per SSPC-PA2 which requires gauge adjustment from magnetic plane to peak plane.

3.02 LETTERING

- A. Paint the name of all logos in same locations on tanks as they currently exist.
- B. Field verify locations and dimensions with the Owner prior to application.
- C. Approved Fluorourethane coating system.

Manufacturer	System
Tnemec	V700
Induron	Perma-Gloss
Sherwin Williams	Fluorokem HS
- D. Apply lettering coating at 2.0 to 3.0 mils.
- E. Payment is incidental to exterior repainting.

3.03 SCHEDULE of WORK

- A. Complete all exterior and interior welding prior to surface preparation.

SECTION 099723.23 - CONCRETE FOUNDATION COATING

1.01 SECTION INCLUDES

- A. Painting of the concrete foundations.

1.02 REFERENCES

- A. SSPC and NACE Standards:
 - 1. PA1 – Paint Application.
 - 2. PA2 – Measurements and Calibration.

1.03 WORK INCLUDED

- A. Application of a two (2) coat epoxy system.

PART 2 – PRODUCTS

2.01 EPOXY – 2 COAT SYSTEM

- A. Two (2) coat epoxy system.
- B. Approved suppliers and manufacturers:

Manufacturer	System
Tnemec	N69/N69
Induron	PE-70/PE-70
Sherwin Williams	646PW/646PW

PART 3 – EXECUTION

3.01 EPOXY – 2 COAT EPOXY

- A. Apply to all prepared areas a two (2) coat epoxy system.
- B. Remove dirt 3" below grade around the entire foundation prior to coating, backfill once topcoat is dry to the touch.
- C. Abrasive blast clean to a SSPC-SP13/NACE 6 Standard to create a profile per ICRI – CSP3.
- D. Apply each coat at the following rates:

Coat	Min. D.F.T. (mils)	Max. D.F.T. (mils)
Primer	3.5	5.5
Topcoat	3.5	5.5
Total	7.0	11.0
- E. Allow the manufacturer's minimum time between coatings.
- F. Cost is incidental to exterior painting.

END OF SECTION 099723.23

COUNTY OF ASHTABULA OFFICIALS

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Lisa Hawkins, Clerk of Commissioners



ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Ashtabula County Board of Commissioners, 25 W. Jefferson Street, Jefferson, Ohio 44047 until 2:00 p.m. on August 18, 2023 and will be opened and read immediately thereafter for the

WATER TANKS IMPROVEMENTS PROJECT

WSRLA FUNDED PROJECT

OPINION OF PROBABLE CONSTRUCTION COST: \$765,500.00

COMPLETION DATE: JULY 31, 2024

The bid specifications, drawings, plan holders list, addenda, and other bid information (**but not the bid forms**) may be viewed and/or downloaded for free via the internet at <https://bids.ctconsultants.com>. The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred and Twenty-Five Dollars (\$125.00). Documents may be ordered by registering and paying online at <https://bids.ctconsultants.com>. Please contact planroom@ctconsultants.com or call (440) 530-2395 if you encounter any problems viewing, registering or paying for the documents.

This project will be funded by the Water Supply Revolving Loan Account Program as administered by the Ohio Environmental Protection Agency and the Ohio Water Development Authority. The Contractor shall note that there are Disadvantaged Business Enterprise participation goals for this project.

This procurement is subject to the EPA policy on encouraging the participation of small business in rural areas (SBRAs).

All questions during bidding should be addressed to Tim McLaughlin, P.E., who can be reached at CT Consultants, Inc., 8150 Sterling Court, Mentor, Ohio 44060 at 440-530-2352.

The Bid Notice may be obtained via the internet at www.ashtabulacounty.us by clicking on "Bid Opportunities" on the left of the screen.

BY ORDER OF
ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins, Clerk of the Board

Publish: *Ashtabula County Website &
Ashtabula Star Beacon*
August 3, 2023



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SECTION 1
BID DOCUMENTS



INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

- 1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.
- 1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6 All names must be typed or printed below the signature.
- 1.7 The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8 If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.
- 1.9 After the opening of bids, no Bidder may withdraw their bid for a period of 90 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1 Before submitting a bid, each Bidder must
 - A. Examine the Contract Documents thoroughly.
 - B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.
 - C. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
 - D. Study and carefully correlate Bidder's observations with the Contract Documents.

- 2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.
- 2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.
- 2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PART 3 ESTIMATED QUANTITIES

- 3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.
- 3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.
- 3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.
- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.
- 4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.
- 4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors, Sub Consultants and other professional service providers proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.
- 5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

PART 6 BID REVIEW BY OWNER

- 6.1 The Owner reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.

- 6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."
- 6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.
- 6.4 More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.
- 6.5 In evaluating bids, the Owner may consider:
- A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
 - B. Financial ability and soundness of the Bidder and proposed subcontractors.
 - C. Completeness of all bid forms and bid requirements.
 - D. Alternates and unit prices requested in the Bid Forms.
 - E. Unit prices or schedules of values that are or appear to be unbalanced.
 - F. Previous contractual experience with the Owner.
 - G. Whether or not the bid package complies with the prescribed requirements.
 - H. The proposed completion date, if applicable.
 - I. Any other matter allowed by law or local ordinance or resolution.
- 6.5 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 6.6 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

- 6.7 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this project.

PART 7 BID SECURITY

- 7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with their bid.

- 7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
- B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

PART 8 CONTRACT BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:
- A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.
 - B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms
- 8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.
- 8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2 The Owner shall execute the Contract within 90 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 90-day period may be extended.
- 9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.

- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.
- 10.3 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.4 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

- 11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.
- 11.2 All bidders shall submit an affidavit that their bid is genuine and not collusive or sham; that such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other bidder or person shall refrain from bidding; that such bidder has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.
- 11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.

- 11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

- 12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.
- 12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

PART 13 ORIGINAL DOCUMENTS

- 13.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

PART 14 ADDENDA

- 14.1 The bidder shall be responsible to obtain Addenda from the web at <https://bids.ctconsultants.com>.

END OF SECTION 04/28/22

PRICES TO INCLUDE

PART 1 – GENERAL

Any work shown on the plans or required in the specification but not paid for separately as a bid item shall be included in the cost of other bid items. The amount bid shall include the following:

- 1.1 All labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with Contract Documents.
- 1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
- 1.3 Project coordination and scheduling.
- 1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.
- 1.5 All provisions necessary to protect workmen, the general public and property along the work in accordance with the Contract Documents and OSHA requirements.
- 1.6 Protection and/or replacement of existing property corner monuments.
- 1.7 Record drawings of the installed location elevations of all underground electrical conduit, gas lines, cable, waterlines, sewers, tees, wyes, laterals, etc.
- 1.8 Reimbursement to Owner for costs for re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
- 1.9 Material testing.
- 1.10 Maintenance of traffic in accordance with ODOT Section 614
- 1.11 Bonds and insurances and/or endorsements required to fully comply with and adhere to the Contract specifications.
- 1.12 Completion and execution of all work shown, specified, or implied regardless of specific mention of such work in this section herein. Costs for all work items not specifically mentioned herein shall be included in the related items bid.



Sealed Bid Enclosed

Bidder:

D And Six Sons Painting LLC

3510 N. M-52 Stockbridge, MI 49285

Bidding For:

Ashtabula County Board of Commissioners

25 W. Jefferson Street, Jefferson, Ohio 44047

To Be Opened 2:00 p.m. local time on Aug 25, 2023

For additional info, please contact:

Ded Gjola - 517-304-9564



FORM OF NONCOLLUSION AFFIDAVIT

STATE OF OH
COUNTY OF Ashtabula County

Ded Gjola (Individual Name) Ded Gjola, being first duly sworn, deposes and says that
he/she is Owner of D And Six Sons Painting LLC
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

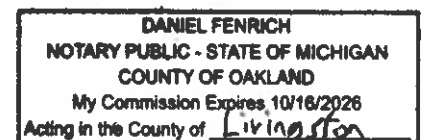
the party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or other person, to put in a sham bid, or that such Bidder or other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]
Affiant

Subscribed and sworn to before me this 7 day of September, 2023

Dan Fenrich
Notary Public

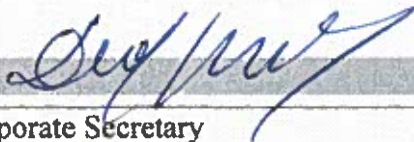
My Commission Expires Oct. 16 2026
05/08/2023



CORPORATE RESOLUTION

I, Ded Gjolaj,
(Individual Name)
Secretary of D And Six Sons Painting LLC an OH Corporation
(Corporation Name) (State)
hereby certify that the Board of Directors of said Corporation on the 24 day of
Sept, 2023, adopted a resolution authorizing the President of this
(Corporation Title, i.e., President, Vice President, etc.)
Company, namely, Ded Gjolaj, to sign bid proposals, sign and
(Individual Name)
enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and
performance bonds for the purpose of furnishing labor and materials at such price and upon such
terms and conditions, including any amendments or modifications thereto, as said
President
in their sole discretion shall deem best, and that said actions
(Corporation Title, i.e., President, Vice President, etc.)
shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
Corporation at Stockbridge, MI this 24 day
(City) (State)
of SEPT, 2023, and I further certify that said resolution is still in
full force and effect.

X 
Corporate Secretary



PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the Subcontractors they propose to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: Corrpro Companies, Inc.

Address: 1055 West Smith Road

City/State/Zip: Medina, OH 44256

Description: CATHODIC PROTECTION

Phone: (216)294-6369 Amount: \$ 64,100.00 % of Contract: 7.7

EIN# _____ Unique
Entity ID# _____ CAGE CODE _____

2. Name: _____

Address: _____

City/State/Zip: _____

Description: _____

Phone: () Amount: \$ % of Contract: _____

EIN# _____ Unique
Entity ID# _____ CAGE CODE _____

3. Name: _____

Address: _____

City/State/Zip: _____

Description: _____

Phone: () Amount: \$ % of Contract: _____

EIN# _____ Unique
Entity ID# _____ CAGE CODE _____

4. Name: _____

Address: _____

City/State/Zip: _____

Description: _____

Phone: () Amount: \$ % of Contract: _____

EIN# _____ Unique
Entity ID# _____ CAGE CODE _____



EXPERIENCE RECORD

See Attached Forms

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. ***Provide data for the last five (5) years.*** Duplicate this sheet as needed. **Information submitted in an alternate format MUST contain all the information requested on this page.**

Project Name: _____
Description/Scope of Bidder's _____
On this project you were a _____ Prime Contractor **OR** _____ Sub Contractor to _____
Year: _____ Your Contract or
Total Project Cost: \$ _____ Subcontract Amount: \$ _____
% Complete (if in progress) _____ % or Date Completed (if _____
Project Owner: _____
Owner Contact: _____ Phone: () _____
Engineer/Arch. Firm: _____
Engineer/Arch. Contact: _____ Phone: () _____
Your Bonding Company on this project (if any): _____

Project Name: _____
Description/Scope of Bidder's _____
On this project you were a _____ Prime Contractor **OR** _____ Sub Contractor to _____
Year: _____ Your Contract or
Total Project Cost: \$ _____ Subcontract Amount: \$ _____
% Complete (if in progress) _____ % or Date Completed (if _____
Project Owner: _____
Owner Contact: _____ Phone: () _____
Engineer/Arch. Firm: _____
Engineer/Arch. Contact: _____ Phone: () _____
Your Bonding Company on this project (if any): _____

Project Name: _____
Description/Scope of Bidder's _____
On this project you were a _____ Prime Contractor **OR** _____ Sub Contractor to _____
Year: _____ Your Contract or
Total Project Cost: \$ _____ Subcontract Amount: \$ _____
% Complete (if in progress) _____ % or Date Completed (if complete): _____
Project Owner: _____
Owner Contact: _____ Phone: () _____
Engineer/Arch. Firm: _____
Engineer/Arch. Contact: _____ Phone: () _____
Your Bonding Company on this project (if any): _____



Experience Record For BF-4

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

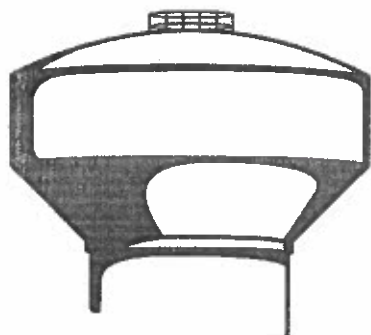
Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Total VS Ours
Buckner Tank 250K Elevated Primary Contractor	Name: Oldham County Water District 2160 Spencer Ct, Address: La Grange, KY 40031 Telephone: (502) 222-1690	Name: Jay Hoffman Company: Wet Or Dry Telephone: (502) 594-7947	2023	Exterior SSPC3 Interior SSPC10	Finished	\$175,300.00 \$175,300.00
Liberty Tank 150K Elevated Legged Tank Primary Contractor	Name: Oldham County Water District 2160 Spencer Ct, Address: La Grange, KY 40031 Telephone: (502) 222-1690	Name: Jay Hoffman Company: Wet Or Dry Telephone: (502) 594-7947	2022	Exterior SSPC3 Interior SSPC10	Finished	\$132,500.00 \$132,500.00
Centerfield Tank 500K Elevated Legged Tank Primary Contractor	Name: Oldham County Water District 2160 Spencer Ct, Address: La Grange, KY 40031 Telephone: (502) 222-1690	Name: Jay Hoffman Company: Wet Or Dry Telephone: (502) 594-7947	2021	Exterior SSPC3 Interior SSPC10	Finished	\$234,100.00 \$234,100.00
250k Elevated Legged Tank Sub Contractor	Name: New Castle Municipal Services 216 Chestnut St, Address: New Castle, DE 19720 Telephone: (302) 323-2330	Name: Mike Cats Company: MBA Tanks Telephone: 302-299-5690	2017	Exterior Full Containment Lead removal Exterior SSPC10 Interior SSPC10	Finished	\$472,625.00 \$465,625.00
250k Elevated Tank Sub Contractor	Name: East Berlin Area Joint Auth 103 Locust St, Address: East Berlin, PA 17316 Telephone: (717) 259-8370	Name: Mike Cats Company: MBA Tanks Telephone: 302-299-5690	2019	Exterior Full Containment Lead removal Exterior SSPC10 Interior SSPC10	Finished	\$571,100.00 \$551,100.00
1x 300k Elevated Legged Tank & 3x 1MG Ground Storage Tanks Sub Contractor	Name: Upper Southampton Municipal Auth 945 Street Rd, Address: Southampton, PA 18966 Telephone: (215) 364-1390	Name: Mike Cats Company: MBA Tanks Telephone: 302-299-5690	2021	Interior And Exterior SSPC10 (for all 4 Tanks)	Finished	\$2,600,000.00 \$2,000,000.00
2MG Standpipe Sub Contractor	Name: Cuyahoga Falls Water Department 2560 Bailey Rd, Address: Cuyahoga Falls, OH 44221 Telephone: (330) 971-8250	Name: Mike Cats Company: MBA Tanks Telephone: 302-299-5690	2021	Exterior Full Containment Lead removal Exterior SSPC10 Interior SSPC10	Finished	\$558,300.00 \$540,300.00



PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
1.5 MIL Hydro-pillar Elevated Tank	Name: WSSC Water Address: 14501 Sweitzer Ln, Laurel, MD 20707 Telephone: (301) 206-9772	Name: Nick Bresler Company: Telephone: 740-278-6019	2022	Exterior SSPC10 Interior SSPC10 Full Exterior Containment	Finished	\$1,300,000.00 \$1,100,000.00
EZ Street Tank Primary Contractor	Name: City Of Dry Ridge 31 Broadway po box 145 Address: Dry Ridge, Ky, 41035 Telephone: 859-824-3335	Name: Ed Brown Company: Kenvirons Telephone: 859-948-5311	2023	Exterior SSPC3 Interior SSPC10	Finished	\$158,900.00 \$158,900.00
TANK#7 Primary Contractor	Name: State College Borough Water Auth Address: 1201 West Branch Road, State College, PA Telephone: (814) 238-6766	Name: Mike Cats Company: MBA Tanks Telephone: 302-299-5690	2023	Exterior SSPC10 Interior SSPC10 Full Exterior Containment	finished	\$513,500.00 \$513,500.00
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				





D & Six Sons Painting

Start To Finish Contracting

To Whom It May Concern.

Our insurance agent is out of the office until FRI the 25th. We have had his assistance review the credentials and the required policy appears to be not a problem however the agency requires our agent to sign off on any forms. Upon lowest bid, or preferred bidder, we can provide this form.

If you have further questions you would like to discuss, feel free to contact me at my cell phone at 517-304-9564.

Sincerely,

X

Ded Gjola
Owner
D&6 Sons Painting, LLC

Email:
Dino@dandsixsonspainting.com

Phone:
(517) 381-7777

Address:
3510 N M-52 Stockbridge MI 49285



BIDDER'S INSURANCE AGENT'S AFFIDAVIT

PROJECT: Water Tanks Improvements Project

OWNER: Ashtabula County Board of Commissioners

I, David A. Walker, President, first being duly
(Insurance Agent's Name) (Title)

sworn do state the following:

- (a) that I have reviewed the insurance requirements in the bid documents and have noted therein the requirements on insurance including any policy modifications, cancellation and non-renewal provisions, and any additional policies or endorsements needed;
- (b) that I am familiar with the insurance that D and Six Sons Painting LLC
(Bidder's Company Name)
has in force, and that its insurance meets the contract insurance requirements or that it can be amended or endorsed to meet the contract insurance requirements (with standard industry exclusions) until the current policy expiration or until cancelled with notice per the specifications or additional policies and/or endorsements can be provided to the Contractor;
- (c) that all additional policies and/or endorsements required in the specifications are available;
- (d) that if an award of contract is made to the Bidder an insurance certificate(s) [most current version ACORD 25] and/or binder(s) which fully complies with all insurance requirements in the contract will be issued within three (3) business days of notification from the contractor and the contractor approving any additional policies or endorsements needed to fully comply with the insurance requirements in the contract;
- (e) that I have advised my client of the cost of all additional policies, amendments, and/or endorsements so that he can include same in their bid;
- (f) that the cancellation clause in the policy meets the specifications or that it can be amended by an endorsement;
- (g) that this document neither affirmatively or negatively amends, extends or alters the terms of or coverage afforded by the policy referenced herein.

Further, Affiant sayeth naught.

David A. Walker
(Agent's Signature)

David A. Walker
(Agent's Name)

08/30/2023
Date

Hartland Insurance Agency Inc.
Agency Name

2532 Old U.S. 23, P.O. Box 129
Agency Address

Hartland, MI 48353-0129
Agency City, State and Zip Code

810-632-5761 810-632-6775
(Phone) (Fax)

davidwalker@hartlandinsurance.com
(E-mail)

05/08/2023

BF.5

DG



SUPPLEMENTAL BOND ACKNOWLEDGEMENT

(This is not a Bond form)

PROJECT: Water Tanks Improvements Project

OWNER: Ashtabula County Board of Commissioners

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and their surety hereby acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

BIDDER: D and Six Son's Painting, LLC
SIGNATURE: [Signature]
NAME: Dee C ZOLAI
TITLE: OWNER
DATE: 8-25-23
PHONE NO.: 817-304-9564
517-304 9564

SURETY

SURETY: Developers Surety and Indemnity Company
SIGNATURE: [Signature]
NAME: Barry W. Berman
TITLE: Attorney-In-Fact
DATE: August 25, 2023
PHONE NO.: 248-349-6227
*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and their surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

BIDDER: D and Six Sons Pol
SIGNATURE: [Signature]
NAME: Dee C ZOLAI
TITLE: OWNER
DATE: 8-25-23
PHONE NO.: 517-304 95

SURETY

SURETY: _____
SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____
PHONE NO.: _____
*Attach Power of Attorney

05/08/2023

BF.6



POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL, BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

Barry W. Berman, Cheryl Hughes and Colleen M. Berman

, of Novi, MI

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective August 10, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By:

Printed Name Sam Zaza

Title President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF Orange

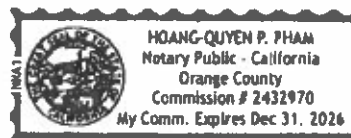
On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Hoang-Quyen P. Pham



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By:

Barry W. Moses

Barry W. Moses, Assistant Secretary

POA No. N/A

688415E7ADE543C...

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed 0323

Signed and sealed this 25th day of August, 2023



BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

D and Six Son's Painting, LLC. 3510 N. M52. Stockbridge, MI 49285

as principal and Developers Surety and Indemnity Company, 59 Maiden Lane, New York, NY 10038 as sureties,
are hereby held and firmly bound unto
Ashtabula County Board of Commission, 25 W. Jefferson Street, Jefferson, OH 44047 as obligee in the
penal sum of the dollar amount of the bid submitted by the principal to the obligee on .
August 25, 2023 to undertake the project known as .

Ashtabula County Board of Commission-Water Tanks Improvement Project . The penal
sum referred to herein shall be the dollar amount of the principal's bid to the obligee,
incorporating any additive or deductive alternate bids made by the principal on the date
referred to above to the obligee, which are accepted by the obligee. In no case shall the
penal sum exceed the amount of _____
dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the
principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated
must not be less than the full amount of the bid including alternates, in dollars and cents. A
percentage is not acceptable.) For the payment of the penal sum well and truly to be made,
we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors, and assigns.

Signed this 25th day of August, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named
principal has submitted a bid for the above referenced project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter
into a proper contract in accordance with the bid, plans, details, specifications, and bills of
material; and in the event the principal pays to the obligee the difference not to exceed ten
per cent of the penalty hereof between the amount specified in the bid and such larger
amount for which the obligee may in good faith contract with the next lowest bidder to
perform the work covered by the bid; or in the event the obligee does not award the
contract to the next lowest bidder and resubmits the project for bidding, the principal pays
to the obligee the difference not to exceed ten per cent of the penalty hereof between the
amount specified in the bid, or the costs, in connection with the resubmission, of printing
new contract documents, required advertising, and printing and mailing notices to
prospective bidders, whichever is less, then this obligation shall be null and void, otherwise
to remain in full force and effect; If the obligee accepts the bid of the principal and the
principal within ten days after the awarding of the contract enters into a proper contract in
accordance with the bid, plans, details, specifications, and bills of material, which said
contract is made a part of this bond the same as though set forth herein;

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

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



Signed this 25th day of August, 2023

D and Six Son's Painting, LLC
(Principal)(Seal)

By: [Signature]

Printed Name and Title: owner

Developers Surety and Indemnity Company
(Surety)(Seal)

By: [Signature]

Printed Name and Title: Cheryl Hughes Attorney-In-Fact

Developers Surety and Indemnity Company
Surety Company Name

Surety Company Address 59 Maiden Lane
New York, NY 10038

Surety Company's Telephone Number 949-263-3300

Surety Company's Fax Number 949-252-1959

Construction Bonding Specialists, LLC
Surety Agency Name

Surety Agent's Address 42400 Grand River Avenue, Suite 101
Novi, MI 48375

Surety Agent's Telephone Number 248-349-6227

Surety Agent's Fax Number 248-348-6762





Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 08/23/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

DEVELOPERS SURETY AND INDEMNITY COMPANY

of California is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Surety

DEVELOPERS SURETY AND INDEMNITY COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$697,698,626, liabilities in the amount of \$542,793,480, and surplus of at least \$154,905,146.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





POWER OF ATTORNEY FOR
COREPOINT INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINT INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Barry W. Berman, Cheryl Hughes and Colleen M. Berman

, of Novi, MI

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective August 10, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINT INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINT INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

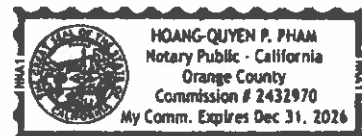
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023 before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf of which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINT INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By Barry W. Moses Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

Signed and sealed this 25th day of August, 2023

Ed 0323



✓

**Proposal to Ashtabula Co. Dept. of Environmental Services
For Water Tanks Improvement Project**

Project No. 220876

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) GENERAL CONSTRUCTION	1.00	1.5	\$ 420,000.00	\$ 411,000.00	\$ 831,000.00	\$
INFORMAL TOTAL BID \$							831,000.00



The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No.	1	2
Date:	August 15, 2023	August 22, 2023

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

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

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

Submitted by,
LLC

Ded Gjola

517-304-9564

Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
3510 N. M-52		
Street Address	Officer's Signature	Fax Number
Stockbridge MI 49285	08/24/23	dino@dand6sonspainting.com
City, State, Zip Code	Date	E-Mail Address
		84-2332168
	Ohio Secretary of State ID Number	Federal Tax ID Number

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

COMPLETION DATE: JULY 31, 2024

LIQUIDATED DAMAGES: \$750.00 PER DAY



Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion 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 undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state the all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

Ded Gjola

OWNER

08/24/23

(Date)

(Name and Title of Signer, Please type)
D And Six Sons Painting LLC

(Firm Name)



Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Ded Gjolakj Owner

Type Name & Title of Authorized Representative

Signature of Authorized Representative

08/24/23

Date

☐ I am unable to certify to the above statements. My explanation is attached.



OEPA DBE PROGRAM

MBE/WBE DATA SHEET I

MINORITY AND WOMEN'S BUSINESS ENTERPRISE FAIR SHARE UTILIZATION

1. Does Bidder intend to meet the "fair share" goal by subcontracting to MBE and WBE for at least the following minimum amounts?

MBE - 1.3%

WBE - 1.0%

 X

Yes

 No

2. If the Bidder cannot meet or can only partially meet the fair share goals, provide a narrative summary of the Bidder's good faith efforts prior to and after the bid opening to achieve the stated goal.

3. Name, address, and telephone number of person to contact on all MBE/WBE matters.

Name: Ded Gjolaj

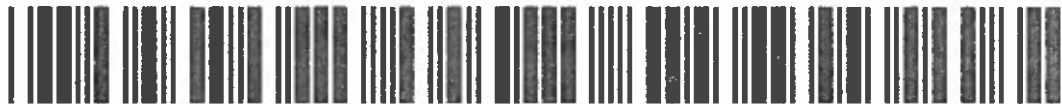
Address: 3510 N. M-52 Stockbridge MI 49285

Telephone Number: 517-304-9564

Email Address: dino@dand6sonspainting.com

Note: The Contractor shall submit EPA Form 6100-3 - DBE Subcontractor Performance Form and EPA Form 6100-4 - DBE Subcontractor Utilization Form and/or his Good Faith Efforts documentation within seven (7) days of the Bid Opening.





DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
08/31/2023	202324301816	FOREIGN LLC - CERTIFICATE OF REGISTRATION (LFP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

OSIPOV BIGELMAN, P.C.
20700 CIVIC CENTER DR, SUITE 420, S
SOUTHFIELD, MI 48076

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
5104752

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
D AND SIX SONS PAINTING, LLC

and, that said business records show the filing and recording of:

Document(s)

FOREIGN LLC - CERTIFICATE OF REGISTRATION
Effective Date: 08/31/2023

Document No(s):

202324301816



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
31st day of August, A.D. 2023.

Ohio Secretary of State



D AND SIX SONS PAINTING LLC

(A Michigan Limited Liability Company)

FINANCIAL STATEMENT

December 31, 2022





Independent Accountant's Review Report

To the Management of
D and Six Sons Painting LLC
3510 N M 52
Stockbridge, Michigan

We have reviewed the accompanying financial statements of D and Six Sons Painting LLC (a single member limited liability company), which comprise the balance sheet as of December 31, 2022, and the related statements of income, retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.



Supplementary Information

The supplementary information included in Schedule of General and Administrative Expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

*Muchortow + Paperd
Advisors LLC*

Muchortow + Paperd Advisors LLC
Rochester, Michigan

March 22, 2023



D AND SIX SONS PAINTING LLC
BALANCE SHEET - AICPA FRF for SME's
December 31, 2022

ASSETS

CURRENT ASSETS

Cash	\$	32,482.32
Accounts receivable - Trade		260,000.00
Inventory - work in process		<u>49,825.00</u>
TOTAL CURRENT ASSETS		342,307.32

EQUIPMENT

Machinery and equipment	\$	1,765,390.05	
Transportation equipment		932,731.51	
Furniture and fixtures		<u>11,363.37</u>	
		2,709,484.93	
Less accumulated depreciation		<u>2,707,840.58</u>	<u>1,644.35</u>
			<u>\$ 343,951.67</u>

SEE ACCOUNTANTS' REPORT
The accompanying notes are an integral
part of these financial statements.



LIABILITIES AND MEMBER'S EQUITY

CURRENT LIABILITIES

Accounts payable - trade	\$	6,347.07	
Accrued payroll taxes		<u>5,183.80</u>	
TOTAL CURRENT LIABILITIES			11,530.87

EQUITY

Member's equity at January 1, 2022	\$	198,891.81	
Less: Member's distributions		<u>(71,731.47)</u>	
		127,160.34	
Net income for the year ended December 31, 2022		<u>205,260.46</u>	<u>332,420.80</u>
			<u>\$ 343,951.67</u>

SEE ACCOUNTANTS' REPORT
The accompanying notes are an integral
part of these financial statements.



D AND SIX SONS PAINTING LLC
STATEMENT OF INCOME - AICPA FRF for SME's
For the year ended December 31, 2022

Sales			\$	913,022.48
Cost of sales				
Materials	\$	84,015.27		
Subcontractors		372,804.60		
Direct labor		36,400.00		
Burden applied		<u>14,560.00</u>	\$	507,779.87
Depreciation expense				29,351.08
Taxes - payroll				3,805.60
Equipment rental				34,631.88
Operating supplies				8,812.27
Vehicle repairs				12,792.70
Transportation expense - fuel				16,736.34
Insurance - property				26,039.23
Accident compensation				5,891.42
Burden absorbed				<u>(14,560.00)</u>
				<u>631,280.39</u>
GROSS INCOME				281,742.09
General and administrative expenses - per schedule				<u>76,481.63</u>
NET INCOME			\$	<u><u>205,260.46</u></u>

SEE ACCOUNTANTS' REPORT
The accompanying notes are an integral
part of these financial statements.

-6-

MUCHORTOW + PAPERD ADVISORS LLC



D AND SIX SONS PAINTING LLC
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
For the year ended December 31, 2022

Travel expense	\$	41,524.97
Stationery and office expense		5,666.51
Utilities		10,786.64
Building maintenance		612.00
Freight and express		159.45
Legal and accounting fees		3,326.94
Travel and entertainment		882.72
Contract labor		475.00
Bank service charges		717.17
Telephone and telegraph		10,356.61
Postage		107.40
Employee welfare expense		0.99
Insurance - personnel		1,625.07
Depreciation expense		240.16
	\$	<u>76,481.63</u>

The accompanying notes and accountant's report
should be read with this supplemental schedule.

-7-

MUCHORTOW + PAPERD ADVISORS LLC



D AND SIX SONS PAINTING LLC
STATEMENT OF CASH FLOWS - AICPA FRF for SME's
December 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES

Net income		\$	205,260.46
Non cash items included in income			
Depreciation	\$	29,591.24	
Change in assets and liabilities			
Increase in accounts receivable		(100,850.00)	
Increase in inventory		(49,825.00)	
Increase in accounts payable		679.39	
Increase in accrued liabilities		1,441.80	(118,962.57)
Net Cash Flows Provided By Operating Activities			86,297.89

CASH FLOWS FROM FINANCING ACTIVITIES

Member's distributions		(71,731.47)	
Net Cash Used by Financing Activities			(71,731.47)
NET INCREASE IN CASH FOR THE YEAR			14,566.42
Cash balance as of January 1, 2022			17,915.90
CASH BALANCE AS OF December 31, 2022		\$	32,482.32

SEE ACCOUNTANTS' REPORT
The accompanying notes are an integral
part of these financial statements.



D AND SIX SONS PAINTING LLC
NOTES TO FINANCIAL STATEMENT

December 31, 2022

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of D and Six Sons Painting LLC (the Company) is presented to assist in understanding the Corporation's financial statements. The financial statements and notes are representations of the Corporation's management who is responsible for their integrity and objectivity.

Basis of Accounting - The accompanying financial statements have been prepared in accordance with the Financial Reporting Framework for Small and Medium-Sized Entities ("FRF for SME's") issued by the American Institute of Certified Public Accountants, which is a special purpose framework and not U.S. generally accepted accounting principles (GAAP). The accounting principles that compose the framework are appropriate for the preparation and presentation of small and medium-sized entity financial statements, based on the needs of the financial statement users and cost and benefit considerations.

The AICPA FRF for SMEs was adopted as of the beginning of January 1, 2022. The framework was adopted due to recently enacted changes reporting requirements and changes under U.S. GAAP, which was the previous reporting framework used by the Corporation. The new standards, *ASC 606 Revenue from Contracts with Customers* and *ASC 842 Leases* created additional complexity without providing greater clarification in financial statements prepared by D and Six Sons Painting LLC. Adopting the new basis for accounting did not change total members' equity previously reported at the end of 2021, and management believes that the AICPA FRF for SMEs improves the understandability of the financial statements.

Under U.S. GAAP, lessees must review and test to determine the proper classification of a lease and record a right-of-use asset and lease liability for all leases (other than short-term leases) on the balance sheet. FRF for SMEs provides that if a lease transfers substantially all of the benefits and risks of ownership to the lessee, the lease is a capital lease, and the asset must be capitalized. All other leases are considered operating leases and lease payments are expensed as incurred.

Business Activity – The Company was formed in July, 2019, with its office in Stockbridge, Michigan and operates as a steel structure painting contractor for municipalities throughout the Midwestern United States.

Revenue and Cost Recognition – The Company recognizes revenues from fixed-price and modified fixed-price construction contracts on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers expended cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

SEE ACCOUNTANT'S REPORT

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MUCHORTOW + PAPERD ADVISORS LLC



D AND SIX SONS PAINTING LLC
NOTES TO FINANCIAL STATEMENT
December 31, 2022

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tool, repairs, and depreciation. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized. At December 31, 2022 there were no major jobs in progress.

Concentration of Credit Risk – The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and trade accounts receivable. The Company places its cash and temporary cash investments with high credit quality institutions. At times, such investments may be in excess of the FDIC insurance limit. The Company's uninsured balance at December 31, 2022, amounted to \$0.

Property and Equipment - The Corporation's property and equipment is stated at cost. Major renovations and improvements, which extend the life of the assets, are capitalized. Expenditures for replacements, maintenance and repairs, which do not improve or extend the useful life of the respective assets, are expensed currently.

When items are disposed of, the cost and accumulated depreciation are eliminated from the accounts and any gain or loss is included in the results of operations. Depreciation of equipment is calculated by the straight-line method for financial-reporting purposes at rates based on the following estimated useful lives. Depreciation expense for the year was \$29,591.

	<u>Years</u>
Machinery and equipment	5 - 7
Transportation equipment	5
Furniture and fixtures	5

Income Taxes – The single member LLC itself is not a taxpaying entity for the purposes of federal and state income taxes. Federal and state income taxes of the single member LLC are computed on the member's total income from all sources; accordingly, no provision for income taxes is made in these statements. The member customarily makes estimated tax payments toward his personal income tax liability from the member's bank account. These payments are treated as withdraws of capital.

SEE ACCOUNTANT'S REPORT

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MUCHORTOW + PAPERD ADVISORS LLC



D AND SIX SONS PAINTING LLC
NOTES TO FINANCIAL STATEMENT
December 31, 2022

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents – For purposes of the statement of cash flows, the Corporation considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Use of Estimates – The preparation of financial statements in conformity with the AICPA FRF for SMEs requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Significant estimates would include management's estimate of completion of tasks in recognizing revenues used in the percentage-of-completion method on contracts with customers. Accordingly, actual results could differ from those and other estimates.

Accounts receivable – Accounts receivable are stated at the amount the management expects to collect from balances outstanding at December 31, 2022. Based on the Company's assessment of the credit history with customers having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be immaterial.

Advertising – The Company expenses all advertising and promotional costs when incurred. Expense for the year ended December 31, 2022, was \$0.

Date of Management's Review – The AICPA FRF for SMEs requires evaluating subsequent events to determine whether they should be considered in the measurements and disclosure of the financial statements. Subsequent events have been evaluated through March 22, 2023, which is the date the financial statements were available to be issued.

SEE ACCOUNTANT'S REPORT

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MUCHORTOW + PAPERD ADVISORS LLC



SECTION 2
CONTRACT FORMS



**REVISED CODE §1311.252
NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT**

State of Ohio)
) SS:
County of Ashtabula)

Casey R. Kozlowski, President (the "Affiant"), being first duly sworn, says that:

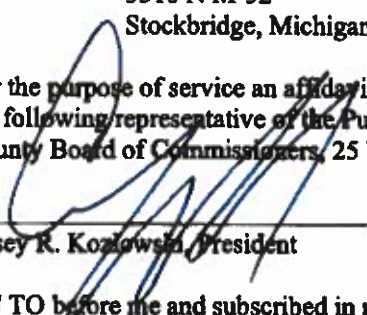
1. Affiant is the President of the Ashtabula County Board of Commissioners, at 25 West Jefferson Street, Bldg. E, Jefferson, Ohio for a contract executed on November 14, 2023.
2. The Public Authority will be commencing a public improvement identified as follows:
Water Tanks Improvement Project
3. The following lists the name, address, and surety of each of the principal contractors working on this public improvement:

TRADE
Paint

CONTRACTOR
D & Six Sons Painting LLC
3510 N M-52
Stockbridge, Michigan 49285

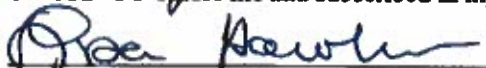
SURETY
Developers Surety and Indemnity Co.
59 Maiden Lane
New York, NY 10038

4. For the purpose of service an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority: Casey R. Kozlowski, President, at the Ashtabula County Board of Commissioners, 25 West Jefferson Street, Bldg. E, Jefferson, Ohio 44047.



Casey R. Kozlowski, President

SWORN TO before me and subscribed in my presence this 14th day of November, 2023.



Notary Public [SEAL]

comm. expires: 7/14/2025

Prepared by:

CT Consultants, Inc.
8150 Sterling Court
Mentor, Ohio 44060



NOTICE OF AWARD

TO: D & Six Sons Painting LLC
3510 N M-52
Stockbridge, Michigan 49285

PROJECT: WATER TANKS IMPROVEMENT PROJECT

You are notified that your Bid which was opened on 8/25/23 has been accepted for items in the amount of \$831,000.00 at the unit bid prices as reflected in the bid tabulation contained herein.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

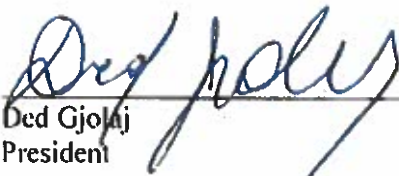
ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS



Lisa Hawkins
County Clerk of the Commissioners

D & SIX SONS PAINTING LLC



Ded Gjokaj
President

RESOLUTION APPROVING CONTRACT WITH D & SIX SONS PAINTING, LLC FOR WATER TANKS IMPROVEMENT PROJECT, ACDES

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented a Contract for the approval of the Board, to-wit:

PARTIES: Ashtabula County Department of Environmental Services, 36 W. Walnut St., Jefferson, OH 44047.
The Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047
D & Six Sons Painting, LLC, 3510 N M-52, Stockbridge, Michigan 49285

SCOPE: D & Six Sons to provide Ashtabula County Dept of Environmental Services painting improvements to the water tanks.

COST: Not to Exceed, \$831,000.00 with alternate unit priced items.

TERM: Commence upon signing, all work completed by July 31, 2024

WHEREAS, this Board of Commissioners concurs with the recommendation of the Director and finds this contract to be reasonable and necessary; now

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



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SECTION 014323 – QUALIFICATIONS OF TRADESMEN

PART 1 - GENERAL

1.1 CHARACTER OF WORKMEN AND EQUIPMENT

- A. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey directions of the Engineer or their representative, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Engineer so orders, and shall not be re-employed unless express permission be given by the Engineer. The methods, equipment and appliances used on the work and the labor employed shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the specified time limit.
- B. In hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the State of Ohio in the work to which the employment relates. No Contractor, Subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex or color.

END OF SECTION 014323

SECTION 015100 - TEMPORARY POWER SERVICE

PART 1 - GENERAL

1.1 ELECTRICAL POWER

- A. The Contractor shall furnish at their own expense all electrical power which may be required for the project. All temporary lines shall be furnished and installed by the Contractor at his own expense in a manner which meets the approval of the Engineer, and shall be removed by the Contractor at the completion of the construction.

END OF SECTION 015100

SECTION 015136 - TEMPORARY WATER AND DISTRIBUTION

PART 1 - GENERAL

1.1 WATER

- A. The Contractor shall be responsible for an adequate supply of water suitable for their use for construction and drinking. The Owner shall allow use of water when necessary for completing work. Contractor shall make written request to the Engineer for approval of usage of water from the Owner's system before use. Request shall include where the Contractor will access water, what their use is, and the period of time they will need access to water.

END OF SECTION 015136

SECTION 015213.01 – FIRST AID

PART 1 - GENERAL

1.1 AID TO THE INJURED

- A. The Contractor shall keep on the work site, all articles necessary for giving "First Aid to the Injured." He shall also have standing arrangements for the immediate removal and hospital treatment of any employee or other person who may be injured on the work site.

END OF SECTION 015213.01

SECTION 015526 - TEMPORARY TRAFFIC CONTROL DEVICES

PART 1 - GENERAL

1.1 BARRICADES, SIGNS AND LIGHTS

- A. The Contractor shall employ watchmen on the work when and as necessary. The Contractor shall erect and maintain such strong and suitable barriers and such lights as will effectively prevent the occurrence of any accident to health, limb or property. Lights shall be maintained between the hours of one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.
- B. No manhole, trench, excavation will be left open awaiting connection or removal at a later date by the Contractor's forces or others but shall be temporarily backfilled and resurfaced if applicable with a temporary pavement passable to traffic at no additional cost to the Owner.
- C. In addition to other safety requirements, a minimum of four (4) foot high fence will be incorporated around any shaft or manhole or other excavation left open at the end of a day's work.

1.2 MAINTENANCE OF TRAFFIC

- A. The Contractor is required to provide maintenance of traffic in conformance with the Ohio Manual of Uniform Traffic Control Devices and Item 614 of the current Construction and Material Specifications of the Ohio Department of Transportation.
- B. This work shall include providing suitable and satisfactorily trained and properly attired flagmen for use at any location where existing roadway is narrowed to a width of less than 2 full lanes (18 feet).
- C. The Contractor is also responsible for maintaining local access to all residences and businesses along the route of the construction and to provide whatever temporary materials are necessary to provide a safe, adequate drive surface.
- D. At all boring locations, Contractor shall provide suitable flashers, barricades, and traffic control devices as may be deemed necessary by the Engineer or the responsible authority in the case of the Department of Transportation, Turnpike Commission, or affected railroad. This may extend to maintain facilities on a 24-hour basis until such time as the areas are completely backfilled.
- E. At least one-half of the pavement width shall be left in passable condition when pipes are being installed across streets or highways.

- F. During Construction, give Owner of facility 24 hours prior notice of the closure of any street to traffic or of the modification of traffic flow on any street with requirements for signing, flashers, flagmen, etc.

END OF SECTION 015526

SECTION 015713 - TEMPORARY EROSION CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Furnishing all labor, materials, tools, equipment and services for the temporary soil erosion and sediment control work as indicated.
- B. Coordinating the temporary pollution and erosion control with work of all other trades.
- C. Reducing to the greatest extent practicable the area and duration of exposure of readily erodible soils.
- D. Protecting the soils by use of temporary vegetation or mulch or by accelerating the establishment of permanent vegetation.
- E. Mechanically retarding the rate of runoff from the construction site and control disposal of runoff.
- F. Trapping all sediment resulting from construction in temporary or permanent debris basins.
- G. Using temporary measures to keep erosion under control if construction is suspended for any appreciable length of time.
- H. Providing protection against chemical, fuel, or lubricant spills, and sewage pollutants.
- I. Protecting project and existing structures from surface water damage due to utility line excavations.
- J. Controlling soil erosion and sedimentation by use of silt fences, dikes, ditches, slope protection, sediment pits, basins, dams, slope drains, coarse aggregate, mulches, sod, grasses, filter fabrics, and other erosion control devices or methods.

1.2 SEQUENCING AND SCHEDULING

- A. All temporary control measures as shown on the Drawings, called for in these Specifications or ordered by the Engineer shall remain in effect during the life of the contract to control soil erosion, sedimentation and water pollution.

PART 2 - PRODUCTS

2.1 SEED

- A. Provide fresh, clean, new crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America.
- B. All areas of temporary seeding shall be seeded with grass as shown in the following table:

March 1 - August 15	Per 1000	
	Square Feet	Per Acre
Oats	3 lbs.	4 bu.
Perennial Ryegrass	1 lb.	40 lbs.
Tall Fescue	1 lb.	40 lbs.

August 16 - November 1*	Per 1000	
	Square Feet	Per Acre
Rye	3 lbs.	2 bu.
Wheat	3 lbs.	2 bu.
Perennial Ryegrass	1 lb.	40 lbs.
Tall Fescue	1 lb.	40 lbs.

* After November 1, use mulch only

2.2 ORGANIC MULCH

- A. Select mulch material based on site requirements, availability of materials and availability of labor and equipment. The following are the minimum rates:

Rates

Mulch	Per Acre	Per 1000 ft ²	Notes
Straw (temporary only)	2 tons	90 lbs.	Free from weeds and coarse matter. Must be anchored. Spread with mulch blower or by hand.
Wood Chips (permanent or 400 yds. ³ temporary)	9 - 10 yds. ³		Apply approx. 3" deep. Treat with 12 lbs. of nitrogen per ton. Do not use on firm turf areas. Apply with mulch blower, chip handler, or by hand.
Bark Chips or Shredded Bark (temporary mulch only)	70 yds. ³	1½ - 2 yds. ³	Do not use in fine turf areas. Apply about ½" thick. Apply with a mulch blower or by hand.

2.3 FERTILIZER

- A. All fertilizer shall be manufactured from cured stock and organic sources. Chemical elements shall be accurately proportioned, uniformly mixed, and delivered to the site in factory-sealed containers fully labeled, bearing the name or trademark and warranty of the manufacturer. Commercial fertilizer for lawn sodding shall be dry or liquid compounds of 12-12-12 analysis, meeting applicable requirements of State and Federal laws.

2.4 LIMESTONE

- A. All limestone shall be ground agricultural grade dolomitic limestone containing at least 10 percent magnesium oxide with a minimum total neutralizing power of 90, with at least 40 percent passing a No. 100 sieve and at least 95 percent passing a No. 8 sieve.

2.5 WATER

- A. All irrigation water shall be clean and free from injurious amounts of oil, acid, alkali, or other deleterious substances.

2.6 DITCH CHECKS

- A. Temporary ditch checks shall consist of coarse aggregate dikes.

2.7 INLET FILTERS

- A. Temporary inlet filters and silt fences shall be adequately supported as detailed on the drawings.

2.8 SLOPE DRAINS

- A. Temporary slope drains shall consist of pipe, coarse aggregate, riprap, rock channel protection, mats, plastic sheets or other materials approved by the Engineer. Sediment pits may be included as part of slope drain protection.

2.9 FILTER FABRIC

- A. Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

Physical Property	Requirements
Filtering Efficiency	75% (min.)

Tensile Strength at Extra Strength -
20% (max.) Elongation 50 lbs./lin. in. (min.)

*

Standard Strength - 30 lbs./lin.
in. (min.)

Flow Rate 0.3 gal./sq.ft./min. (min.)

*Requirements reduced by 50 percent after 6 months of installation.

- B. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0° F to 120° F.

2.10 BURLAP

- A. Burlap shall be 10 ounce per square yard fabric.

2.11 FILTER SUPPORTS AND REINFORCING

- A. Posts for silt fences shall be either 4" diameter wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them.
- B. Stakes for filter barriers shall be 1" x 2" wood (preferred) or equivalent metal with a minimum length of 3 feet.
- C. Wire fence reinforcement for silt fences using standard strength filter cloth shall be a minimum of 42 inches in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

- A. The Contractor shall limit the surface area of erodible earth material exposed by clearing and grubbing; the surface area of erodible earth material exposed by excavation; borrow; and fill operations; and provide immediate permanent or temporary control measures to prevent contamination of adjacent streams or other areas of water impoundment. Such work will involve the construction of temporary ditch checks, filters, benches, dikes, slope drains, and use of temporary mulches, mats, seeding or other control devices or methods necessary to control erosion and sedimentation.

- B. The Contractor shall incorporate all permanent erosion control features into the Work at the earliest practicable time. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. This will require the establishing of final grades as shown on the Drawings and application of agricultural limestone, commercial fertilizer, seeding and mulching or sodding . When directed by the Engineer, temporary fertilizer, seeding and mulching materials shall be used. In general, the Contractor shall temporarily seed all disturbed areas within seven (7) days if they are to remain dormant for more than forty- five (45) days. Permanent soil stabilization shall be applied to disturbed areas within seven (7) days after final grade is reached on any portion of the site.. Temporary control measures will be used when and as directed by the Engineer to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.
- C. Where erosion is likely to be a problem, clearing and grubbing operations should be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise temporary erosion control measures will be required between successive construction stages.
- D. The Engineer will limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finished grading, mulching, seeding, and other such permanent control measures current in accordance with the accepted schedule. Mulching, seeding, and other such permanent control measures shall be applied after completion of a vertical eight (8) feet of embankment or cut, unless otherwise directed by the Engineer. Should seasonal limitations or embankment make such coordination unrealistic, temporary erosion control measures shall be taken immediately.
- E. The Engineer may increase or decrease the allowable amount of surface area or erodible earth material to be exposed at one time by clearing and grubbing, excavation, borrow and fill operations as determined by his analysis of project conditions. Factors such as soil erodibility, slope, cut or fill height, exposed area contributing to a watercourse and weather will be considered in this determination.
- F. In the event of conflict between these requirements and pollution control laws, rules, or regulations or other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.
- G. Temporary seeding areas shall be fertilized at a rate of 12-15 pounds per 1000 square feet of 10-10-10 or 12-12-12 analysis or equal.

- H. When directed by the Engineer, the seed bed shall be thoroughly watered to maintain adequate moisture in the upper four (4) inches of soil, necessary to promote proper root growth.
- I. When directed by the Engineer, temporary seeded areas shall be mowed when grass exceeds four (4) inches in height.
- J. Temporary erosion control features shall be acceptably maintained and shall subsequently be removed or replaced when directed by the Engineer.
- K. Removed materials shall become the property of the Contractor and shall be disposed of off the site at the Contractor's expense.

3.2 PERFORMANCE

- A. If, in the opinion of the Engineer and Owner, proper control of soil erosion and sedimentation is not being provided by the Contractor, the Owner may take all necessary steps to provide corrective measures and the cost of such services will be deducted from any money which may be due or become due the Contractor.
- B. Control work performed for protection of construction areas outside the construction site, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites shall be considered as a subsidiary obligation of the Contractor, with all necessary control costs included in the contract price.
- C. In the event that temporary erosion and sediment control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled, and are ordered by the Engineer, such temporary work shall be performed by the Contractor at his expense.

3.3 SILT FENCE

- A. The height of a silt fence shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).
- B. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum six (6) inches overlap and securely sealed.
- C. Posts shall be spaced a maximum of ten (10) feet apart at the barrier location and driven securely into the ground (minimum of 12 inches). When extra strength fabric is used without the wire support fence, post spacing shall not exceed six (6) feet.
- D. A trench shall be excavated approximately four (4) inches wide and four (4) inches deep along the line of posts and upslope from the barrier.

- E. When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one (1) inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of two (2) inches and shall not extend more than 36 inches above the original ground surface.
- F. The standard strength filter fabric shall be stapled or wired to the fence, and eight (8) inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.
- G. When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with all other provisions of Subparagraph F above applying.
- H. The trench shall be backfilled and soil compacted over the filter fabric.
- I. Silt fences shall be removed when they have served their purpose, but not before the upslope area has been permanently stabilized.
- J. Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
- K. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.
- L. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
- M. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared and seeded.

3.4 TEMPORARY MULCHING

- A. Application
 - 1. Mulch materials shall be spread uniformly, by hand or machine.
 - a. When spreading straw mulch by hand, divide the areas to be mulched into approx. 1000 sq. ft. sections and place approx. 90 lbs. of straw in each section to facilitate uniform distribution.
- B. Mulch Anchoring
 - 1. Straw mulch shall be anchored immediately after spreading to prevent wind blow. One of the following methods of anchoring straw shall be used:

- a. Mulch anchoring tool
 - 1. This is a tractor-drawn implement (mulch crimper, serrated straight disk or dull farm disk) designed to punch mulch approximately two(2) inches into the soil surface. This method provides maximum erosion control with straw. It is limited to use on slopes no steeper than 3:1, where equipment can operate safely. Machinery shall be operated on the contour.
 - b. Liquid mulch binders
 - 1. Application of liquid mulch binders and tackifiers should be heaviest at edges of areas and at crests of ridges and banks, to prevent wind blow. The remainder of the area should have binder applied uniformly. Binders may be applied after mulch is spread; however, it is recommended to be sprayed into the mulch as it is being blown onto the soil. Applying straw and binder together is the most effective method.
 - 2. The following type of binder may be used:
 - a.) Asphalt - any type of asphalt thin enough to be blown from spray equipment is satisfactory. Recommended for use are rapid curing (RC-80, RC-250, RC-800), medium curing (MC-250, MC-800) and emulsified asphalt (SS-1, MS-2, RS-1 and RS-2). Apply asphalt at 4 gal./1000 ft.², 600 gal./acre. Do not use heavier applications as it may cause the straw to "perch" over rills.
 - b.) Wood Fiber - wood fiber hydroseeder slurries may be used to tack straw mulch.
 - c. Mulch nettings
 - 1. Lightweight plastic, cotton or paper nets may be stapled over the mulch according to manufacturer's recommendations.
- C. Chemical Mulches
- 1. Chemical mulches may be used alone only in the following situations:
 - a. Where no other mulching material is available.
 - b. In conjunction with temporary seeding during the times when mulch is not required for that practice.
 - 2. Chemical mulches may be used to bind other mulches or with wood fiber in a hydroseeded slurry at any time. Manufacturer's recommendations for application of chemical mulches shall be followed.
- D. Nets and Mats
- 1. Nets may be used alone on level areas, on slopes no steeper than 3:1, and in waterways.
 - 2. When mulching is done in late fall or during June, July and August, or where soil is highly erodible, net should only be used in conjunction with an organic mulch such as straw.

3. When net and organic mulch are used together, the net should be installed over the mulch except when the mulch is wood fiber. Wood fiber may be sprayed on top of the installed net.
4. Excelsior blankets are considered protective mulches and may be used alone on erodible soils and during all times of the year.
5. Other products designed to control erosion shall conform to manufacturer's specification and should be applied in accordance with manufacturer's instructions provided those instructions are at least as stringent as this specification.
6. Staples will be made of plain iron wire, No. 8 gauge or heavier, and will be six (6) inches or more in length.
7. Prior to installation:
 - a. Shape and grade as required the waterway, channel, slope or other area to be protected.
 - b. Remove all rocks, clods or debris larger than two (2) inches in diameter that will prevent contact between the net and the soil surface.
 - c. When open-weave nets are used, lime, fertilizer and seed may be applied either before or after laying the net. When excelsior matting is used, they must be applied before the mat is laid.
8. Laying the Net:
 - a. Start laying the net from top of channel or top of slope and unroll down-grade.
 - b. Allow to lay loosely on soil - do not stretch.
 - c. To secure net: Upslope ends of net should be buried in a slot or trench no less than six (6) inches deep. Tamp earth firmly over net. Staple the net every twelve (12) inches across the top end.
 - d. Edges of net shall be stapled every three (3) feet. Where two strips of net are laid side by side, the adjacent edges shall be overlapped three (3) inches and stapled together.
 - e. Staples shall be placed down the center of net strips at 3-foot intervals. Do not stretch net when applying staples.
9. Joining strips
 - a. Insert new roll of net in trench, as with upslope ends of net. Overlap the end of the previous roll eighteen (18) inches, turn under six (6) inches and staple across end of roll just below anchor slot and at the end of the turned-under net every twelve (12) inches.
10. At bottom of slopes
 - a. Lead net out onto a level area before anchoring. Turn ends under six (6) inches and staple across end every twelve (12) inches.
11. Check slots
 - a. On highly erodible soils and on slopes steeper than 4:1, erosion check slots should be made every fifteen (15) feet. Insert a fold of net into a six (6) inch trench and tamp firmly. Staple at twelve (12) inch intervals across the downstream portion of the net.
12. Rolling
 - a. After installation, stapling and seeding, net should be rolled to ensure firm contact between net and soil.

13. All mulches should be inspected periodically, in particular after rainstorms, to check for rill erosion. Where erosion is observed, additional mulch should be applied. Net should be inspected after rainstorms for dislocation or failure. If washouts or breakage occur, re- install net as necessary after repairing damage to the slope. Inspections should take place up until grasses are firmly established. Where mulch is used in conjunction with ornamental plantings, inspect periodically throughout the year to determine if mulch is maintaining coverage of the soil surface; repair as needed.

3.5 TEMPORARY SEEDING

A. Site Preparation

1. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application and anchoring.
2. Install the needed erosion control practices prior to seeding such as diversions, temporary waterways for diversion outlets and sediment basins.

B. Seedbed Preparation

1. Lime (in lieu of a soil test recommendation) shall be applied on acid soil (pH 5.5 or lower) and subsoil at a rate of 100 pounds per 1000 square feet or two tons per acre of agricultural ground limestone. For best results, make a soil test.
2. Fertilizer (in lieu of a soil test recommendation) shall be applied at a rate of 12-15 pounds per 1000 square feet or 500-600 pounds per acre of 10-10-10 or 12-12-12 analysis or equivalent.
3. Work the lime and fertilizer into the soil with a disk harrow, springtooth harrow or similar tools to as depth of two inches. On sloping areas, the final operation shall be on the contour.

C. Seeding

1. Apply the seed uniformly with a cyclone seeder, drill, cultipacker seeder or hydroseeder (slurry may include seed and fertilizer) preferably on a firm, moist seedbed. Seed wheat or rye no deeper than one (1) inch. Seed ryegrass no deeper than one-fourth (¼) inch.
2. When feasible, except where a cultipacker type seeder is used, the seedbed should be firmed following seeding operations with a cultipacker, roller or light drag. On sloping land, seeding operations should be on the contour wherever possible.

D. Mulching

1. Mulch shall be applied to protect the soil and provide a better environment for plant growth.
2. Mulch shall consist of small grain straw (preferably wheat or rye) and shall be applied at the rate of two tons per acre or 100 pounds (two to three bales) per 1000 square feet.
3. Spread the mulch uniformly by hand or mechanically so the soil surface is covered.

4. Mulch Anchoring Methods

- a. Mechanical - use a disk, crimper or similar type tool set straight to punch or anchor the mulch material into the soil.
- b. Asphalt Emulsion - apply at the rate of 160 gallons per acre into the mulch as it is being applied.
- c. Mulch Nettings - use according to the manufacturer's recommendations. Use in areas of water concentration to hold mulch in place.

E. Irrigation

- 1. If soil moisture is deficient, supply new seedlings with adequate water for plant growth until they are firmly established. This is especially true when seedlings are made late in the planting season, in abnormally dry or hot seasons, or on adverse sites.

END OF SECTION 015713

SECTION 016600 - PRODUCT HANDLING AND PROTECTION

PART 1 - GENERAL

1.1 DELIVERY AND STORAGE OF MATERIALS

- A. The Contractor shall be responsible for delivery and storage of all materials.
- B. The Contractor shall coordinate with the Engineer on the arrangement for storing construction materials and equipment. Deliveries of all construction materials and equipment should be made at suitable times.
- C. The Contractor shall store all materials required for the performance of this contract at sites designated by the Engineer.
- D. All stockpiles shall be neat, compact, completely safe, and barricaded with warning lights if necessary.
- E. Precautions shall be taken so that no shade trees, shrubs, flowers, sidewalks, driveways or other facilities will be damaged by the storage of materials. The Contractor shall be responsible for the restoration of all stockpile sites to their original condition.
- F. Materials, tools and machinery shall not be piled or placed against shade trees, unless they shall be amply protected against injury therefrom. All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with amber lights at night time so as to warn the traffic of such obstruction.
- G. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, shall again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the construction site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. Private property shall not be used for storage purposes without written permission of the property owner or lessee, and copies of such written permission shall be furnished the Engineer. All storage sites shall be restored to their original condition by the Contractor at his expense.

END OF SECTION 016600

SECTION 017800 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

- 1.1 The following forms and related sign-offs shall be documented in accordance with provisions of the contract. These forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to E will be attached to the Contractor's executed copy of the contract.
- A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion).
 - B. Contractor's Certification of Completion.
 - C. Contractor's Affidavit of Prevailing Wage.
 - D. Consent of Surety Company for Final Payment.
 - E. Affidavit of Final Acceptance Date and Correction Period.
 - F. Before the OWNER will approve and accept the work and release the retainer, the CONTRACTOR will furnish the OWNER a written report indicating the resolution of any and all property damage claims filed with the CONTRACTOR by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with CONTRACTOR, name of insurance company and/or adjuster handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.
 - G. DBE Subcontractor Participation Forms SR-EPA.7-8 (Applicable for WPCLF & WSRLA funded projects only).

END OF SECTION 017800

SECTION 017821 - CLEANING AND PROTECTION

PART 1 - GENERAL

1.1 GENERAL

- A. On or before the completion date for the work, the Contractor shall tear down and remove all temporary structures built by him, all construction plant used by him, and shall repair and replace all parts of existing embankments, fences or other structures, which were removed or injured by his operations or by the employees of the Contractor. The Contractor shall thoroughly clean out and provide protective cover from dirt, wear, damage or movement of heavy objects if necessary on all buildings, sewers, drains, pipes, manholes, inlets and miscellaneous and appurtenant structures, and shall remove all rubbish leaving the grounds in a neat and satisfactory condition.
- B. As circumstances require and when ordered by the Engineer, the Contractor shall clean the road, driveway, and/or sidewalk on which construction activity under this contract has resulted in dirt or any other foreign material being deposited with an automatic self-contained mechanical sweeper with integral water spray, vacuum and on-board or supplementary containment.
- C. Failure to comply with this requirement when ordered by the Engineer or his representative, may serve as cause for the Engineer to stop the work and to withhold any monies due the Contractor until such order has been complied with to the satisfaction of the Engineer.
- D. As the work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from his work. Particular attention shall be given to minimizing any fire and safety hazard from form materials or from other combustibles as may be used in connection with the work, which should be removed daily.
- E. The Contractor shall wash all windows and other glass surfaces, leaving all areas free from putty marks, paint, etc.
- F. During and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flooding or breakage thereby permitting all work to be left in a new condition at the completion of the contract.
- G. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- H. Protect installed work and provide special protection where specified in individual Specifications Sections.
- I. Provide temporary and removable protection for installed materials and equipment. Control activity in immediate work area to prevent damage.

END OF SECTION 017821

SECTION 017839 - PROJECT RECORDS, DRAWINGS

PART 1 - GENERAL

1.1 RECORD DRAWINGS

- A. The Contractor shall furnish an authentic set of marked-up drawings showing the installation insofar as the installation shall have differed from the Engineer's drawings. The drawings shall be delivered to the Engineer for making revisions to the original drawings immediately after final acceptance by the Owner.
- B. The Contractor shall furnish dimensioned drawings indicating locations of all underground mechanical and electrical facilities.

END OF SECTION 017839

SECTION 098000 - WATER STORAGE TANK PROTECTIVE COATINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to the work of this section.

1.2 SUMMARY

- A. The Contractor shall provide all labor, material, tools and equipment required to paint all interior and exterior surfaces of the new steel tank. Note that the Scope of Work shall include painting of all tank accessories including miscellaneous metals, handrails, ladders, dry well, hatches, manholes and piping.
 - 1. All shop surface treatment and shop priming are specified under this section as well as the field surface preparation, field priming and the finish coats of the paint.
 - 2. The Protective Coating Systems are summarized in Schedule A at the end of this section.
- B. The “AWWA Standard for Coating Steel Water Storage Tanks” D 102-17 and “Steel Structural Painting Council (SSPC) Specifications” – latest edition shall govern all work described in this section except where otherwise shown or specified. AWWA D 102-17 and the SSPC specifications are hereby made a part of these specifications.

1.3 DEFINITIONS

- A. Protective Coatings and Linings: The term “Protective Coatings” as used herein means all coating systems and materials, which include surface preparations and all pretreatments, primers, inorganic zinc, organic zinc, epoxies, polyurethanes, epoxy phenolic, acrylics, phenolics, elastomeric polyurethane and other applied materials whether used as prime, base, seal, mist, intermediate, or finish coats. The term “linings” will be used for interior wet area and immersion duty and the term “coatings” will be used for atmospheric exposure; however the term “coatings” will often be used in a general sense to cover both coatings and linings as in “Coating Manufacturer.”
- B. ASTM: American Society for Testing and Materials.
- C. Anchor Pattern: Profile or texture of surface, as a result of abrasive blasting, also referred to as anchor profile or blast profile.
- D. AWWA: American Water Works Association.

- E. Barrier Coating: Protective film isolating substrate or previous coat from environment.
- F. Binder: Resin; polymer; film forming portion of paint.
- G. Boxing: The combining of two or more mixed kits into a larger container.
- H. Curing: the process of polymerization or hardening of a coating or lining as it goes from a liquid to a solid. Determination of completion of curing shall be in accordance with manufacturer's guidelines.
- I. Delamination: Separation and peeling of one or more coats from an undercoat.
- J. Dewpoint: Temperature of a given air/water vapor mixture at which moisture condensation starts.
- K. Drips (also called spotting): Paint that falls in drops causing either an uneven surface or visible drop.
- L. Dry Film Thickness (DFT): Depth of cured film, usually expressed in mils (0.001 inch).
- M. Dry Spray: Overspray or bounce back; sandy or textured finish due to spray particle being partially dried before reaching the surface. Dry spray is considered to be a coating defect.
- N. Festoons: A string or garland appearance in the coating, suspended in a loop or curve between two points.
- O. Fish Eye: Pigment separation, or pulling apart of paint film to form holes.
- P. Floating: Separation of paint pigment to surface of wet paint.
- Q. Full Wet Coat: A heavy, glossy coat that is applied in a thickness almost heavy enough to run or sag provides maximum possible thickness.
- R. Holiday: Coating or lining defect such as a Pinhole, void, skip, or other discontinuity in the coating film.
- S. Induction Time: time interval between mixing of components and chemical crosslinking for satisfactory application of multi-component coatings and linings, also referred to as "sweat in" time.
- T. Inorganic Coating: Coating with inorganic binder (e.g., silicate or phosphate) rather than organic (e.g., of petroleum, animal, or plant origin), commonly inorganic zinc (IOZ).
- U. Laitance: White or gray weakened material floated to the surface of new concrete. This layer is not dense sound concrete and requires removal prior to application of high performance coatings and especially linings.

V. Lifting: Softening and raising of an undercoat by solvent in applied topcoat.

W. Livered: The progressive, irreversible increase in consistency of a pigment-vehicle combination. Livering in the majority of cases arises from a chemical reaction to the vehicle with the solid dispersed materials, but it may also result from polymerization of the vehicle. The irreversible character of the changes in the livered material distinguishes it from thixotropic “build-up”, which is reversible.

X. MSDS: Material Safety Data Sheet.

Y. Mil: 0.001 inch.

Z. Mill Scale: The heavy oxide layer formed during hot fabrication or heat treatment of metals. Mill scale is cathodic to its steel substrate.

AA. Mist Coat: A partially complete coat applied with a more rapid gun motion than a full wet coat. The mist coat should displace the air in porous coatings such as inorganic zinc primer.

BB. NACE: National Association of Corrosion Engineers.

CC. Near-White Blast: A good grade of abrasive blast cleaning of steel, equal to NACE No. 2 or SSPC-SP10.

DD. NSF: National Sanitation Foundation.

EE. NWS: National Welding Society.

FF. Orange Peel: Hills and valleys in paint resembling the skin of an orange.

GG. Overspray: Dry spray, particularly such paint that failed to strike the intended surface.

HH. Peeling: Paint curling or stripping from substrate.

II. Pinhole: Film defect characterized by small pore-like flaws in a coating which extend entirely through the applied film and have the general appearance of pin pricks when viewed by reflecting light. The term is rather generally applied to holes caused by solvent bubbling, moisture, other volatile products, or the presence of extraneous particles in the applied film.

JJ. Pigment: Solid, opaque, frequently colored component of paint.

KK. Pot Life: Time interval after mixing of components during which the coating can be satisfactorily applied.

LL. Primer or Prime Coat: First coat applied to a substrate usually containing inhibitive pigments when formulated for metals.

- MM. Profile: Surface texture, particularly of abrasive blast cleaned steel.
- NN. Ropiness: Forming sticky glutinous strings or threads resembling ropes.
- OO. Run: Sag; curtain; associated with too heavy of a wet application of a pint film.
- PP. Sag: Run; curtain; See AO.
- QQ. Seal Coat: Coat applied to a prime coat for the purpose of sealing to prevent adverse affects of gasification.
- RR. Shelf Life: Maximum storage time for which a material may be stored without losing its usefulness.
- SS. SSPC: Steel Structures Coating and Lining Council.
- TT. Tack Coat: A light covering coat applied to the surface and then allowed to flash off until it is just tacky usually taking a matter of minutes. The full wet coat is then applied which provides for thicker film build.
- UU. Thorough Drying: Curing of paint film through entire thickness as opposed to drying only on the surface.
- VV. Tiecoat: Thin adhesive coat applied to a cured paint to enhance the bonding of a topcoat.
- WW. TPC: Technical Practices Committee of NACE.
- XX. TCLP: Toxicity Characteristic Leaching Procedure. A standard test used to determine if a solid waste is considered a hazardous waste by virtue of its toxicity. It is intended to simulate the leaching of toxic constituents that would take place in a landfill.
- YY. TSR: Technical Service Representative.
- ZZ. UL: Underwriter's Laboratory.
- AAA. Vehicle: Liquid portion of coating materials; resin and solvent components of the coating.
- BBB. Wet-on-Wet Coating: Technique of application whereby further coats are applied before the previous coats have dried, and the composite film then dries as a whole.
- CCC. White Metal Abrasive Blast: Highest level of abrasive blast cleaning of steel, NACE No. 1 or SSPC-SP5.

1.4 QUALITY CONTROL

A. Coating Contractor Qualifications:

1. Contractor shall be regularly engaged in work requiring application of coating and lining systems, which must comply with AWWA, Ohio EPA, NSF and UL requirements and guidelines.
2. Contractor shall have a minimum of five years experience in surface preparation, mixing and application of high performance industrial coatings and linings, meeting NACE and SSPC requirements and guidelines.
3. Contractor shall have established quality control program to be reviewed in order for post bid determination award.

B. Coating Manufacturer Qualifications: Obtain coating and lining materials only from manufacturers who can provide the services of a qualified Coating Manufacturer's Technical Service Representative (TSR) at the project site for participation in the preconstruction meeting, at the commencement of Work, and other times as required. TSR shall be qualified as follows:

1. The Coating Manufacturer's Technical Service Representative shall have five (5) years of high performance coating and lining experience.
2. The Coating Manufacturer's Technical Service Representative shall be thoroughly familiar with requirements of the NACE International Coating Inspector Training and Certification Program (NICITCP), EPA, SSPC Good Painting Practices, AWWA, NSF and UL.

C. Shop Prime Paint Inspections – steel panels and appurtenances. All new steel will be blasted and painted, and then inspected in the shop.

1. Contractor shall include an amount as determined appropriate for this inspection work into the Bid. OWNER shall employ and pay for inspections and shall deduct the cost from final payment to Contractor.
2. All shop abrasive blast cleaning and painting shall be inspected by the Inspector. Contractor may preblast several sections and then touch-up blast and paint in the presence of the inspector. Any painting completed without the presence of the inspector will be considered failed work. Forty-eight (48) hours notice of inspection is required.
3. Twenty-four (24) hours shall pass between painting, and loading and transport. The inspector is to be present and is to check the coating's cure before stacking and loading. Steel stacked prematurely will be considered failed coating.
4. The inspector's function is to provide quality assurance services to the Owner. The inspector will not be involved or responsible for any quality control services between the contractor and his subcontractors. The amount of touch-up work required in the field because of handling, shipping, missed spots, holidays, etc. is to be resolved between the contractor and his subcontractors.

D. Field Painting Application Inspections

1. The OWNER shall be responsible for contracting an independent, third-party coating inspector. The CONTRACTOR shall include the cost for service within the total cost for the project. The contracted firm, and their inspectors, shall be SSPC and or NACE certified and be experienced in inspecting ground and elevated water storage tanks. Inspectors shall have previously performed the functions outlined in this specification and be proficient in the use of inspection equipment.
2. The Inspector shall have the authority to suspend coating work if the work being performed is not accordance with this specification.
3. The inspector shall be responsible for checking interior and exterior coating for film characteristics or defects that would adversely affect the performance of coating systems
4. The inspector shall submit written reports describing inspections made and actions taken to correct nonconforming work.

E. The painting contractor shall submit daily inspection reports that include, at a minimum, three readings of conditions, paint mix, time, product numbers and quantity used.

1.5 SYSTEM DESCRIPTION

A. See schedules at the end of this section.

1.7 SUBMITTALS

A. Submittals shall meet the requirements of Section 013323.

B. Qualifications Materials and Applications

1. Contractor shall submit a list of at least five (5) municipal utilities or industrial installations completed within the past 5 years, responsible officials, engineers, architects or coating consultants involved with the project and the approximate contract price.
2. The Coating Manufacturer's Technical Service Representative shall be experienced in the coating system and surface preparation required by these specifications. The Contractor shall submit evidence of experience through the submittal process for the TSR proposed for this project and at least one Alternate should that person not be available at the time of painting.

C. Shop Drawings:

1. Provide detailed and complete list of every surface to be painted under this Contract.
 - a. Arrange list in a logical order by area, then specific surface within each area or room.
 - b. List shall include the condition of each surface prior to field painting (i.e., new, primed; new, unprimed); the proposed painting system including surface preparation; and intended color the surface is to be painted.

2. Provide detailed and complete list of all proposed application techniques for all product and substrate conditions. Include specific materials and methods for each location.
3. Submit complete and detailed painting work plan(s) at least 10 days prior to beginning surface preparation or painting operations in a new work area.

D. Product Data: Submit for approval the following:

1. Comply with Section 013323.
2. Copies of manufacturer's technical information, including paint label analysis and application instructions for each material proposed for use.
3. Copies of Contractor's proposed protection procedure in each area of the Work.
4. List each material and cross-reference to the specific paint and finish system and application. Identify by the manufacturer's catalog number and general classification.
5. Copies of manufacturer's complete color charts for each coating system.
6. Provide certifications from equipment manufacturers verifying that the factory-applied prime coats are compatible with finish coatings.
7. Provide manufacturer's storage requirements for all paint or coating materials. Include each coating's shelf life, pot life, and storage temperature range. The maximum shelf life on all coatings shall be no more than 12 months.

E. Application Field Testing and Inspection reports

1. Daily paint inspection reports detailing environmental conditions during preparation, blasting & cleaning activities, paint application and final mil thickness reports.
2. All testing and inspection reports for coating systems as required by AWWA D100, D102 and/or D107 and/or called for in this or other Specification Sections.
3. Shop prime paint inspection reports, follow Paragraph 1.4.C.

1.8 REFERENCE STANDARDS

A. Reference Standards: Comply with applicable provisions and recommendations of the following, except where otherwise shown or specified:

1. D102-17, AWWA Standard for Coating Steel Water Storage Tanks.
2. ANSI A13.1, Scheme for the Identification of Piping Systems.
3. Great Lakes – Upper Mississippi River Board of State Sanitary Engineers (Ten State Standards), Recommended Standards for Waste Treatment Works, Latest Edition, Recommended Color Scheme for Piping.
4. OSHA 1910.144, Safety Color Code for Marking Physical Hazards.
5. SSPC Volume 1, Good Painting Practice.
6. SSPC Volume 2, Systems and Specifications, Surface Preparation Guide and Paint Application Specifications.
7. OSHA Safety Standards for the Construction Industry.

8. OSHA Worker Safety, Hazard Communications as described by the Occupational Safety and Health Act Regulation 29 CFR No. 1910.1200.
9. NACE Standards, January, 1988 edition of the National Association of Corrosion Engineers, TPC.
10. NACE – Coatings and Lining Handbook, 1985 Edition of the National Association of Corrosion Engineers.
11. NSF/ANSI 61 – Drinking Water System Components – Health Effects Standard
12. NSF/ANSI 600 – Health Effects Evaluation and Criteria in Drinking Water.
13. SSPC and NACE Painter Safety Guidelines.
14. Federal Standard 595B – Federal Standard Colors, printed 1989.

B. American Society for Testing and Materials (ASTM).

1. ASTM D 2805, Contrast Ratio
2. ASTM D 1308, Stain Resistance
3. ASTM E 84, Surface Burning Characteristics of Building Materials
4. ASTM D 522, Conical Mandrel Elongation
5. ASTM D 2446, Freeze Thaw
6. ASTM D 2247, Humidity
7. ASTM D 3363, Hardness
8. ASTM E 308, Light Reflectance
9. ASTM B 117, Salt Spray
10. ASTM D 3359B, Adhesion

C. Federal Test Methods:

1. Standard No. 141, Method 6192, Abrasion
2. Standard No. 141, Method 6142, Scrubbability
3. Standard No. TT-C-550C, Paragraphs 4.4.5.2. and 4.4.5.3., Stain Removal
4. Standard No. TT-C-550C, Paragraph 4.4.6, Chemical Resistance
5. Standard No. TT-C-555B, Paragraph 4.4.7, Wind Driven Rain

D. Steel Structures Painting Council – Surface Preparation Standards.

1. SSPC-SP1 Solvent Cleaning:
The removal of all oil, grease, dirt and other foreign matter from steel surfaces by use of solvents. Solvent cleaning is generally accomplished by wire brushing and scraping the surface to remove all loose dirt, dust and other foreign matter. Rags, wetted with a solvent such as Xylene, are then wiped over the surface to remove grease, oil and other films. A thorough rinse or second solvent wipe shall be performed to assure that the undesirable films have not been merely spread over the surface and that all other contaminants have been removed. An alternate to the use of solvent would be the use of "Add H2O" Hyperconcentrate followed by a thorough rinse.

2. **SSPC-SP3 Power Tool Cleaning:**
The removal of all loose dirt, mill scale, rust and loose paint and other foreign matter with power tools such as wire brushes, grinders, impact hammers and power sanders. Solvent cleaning (SSPC-SP1) shall be done prior to the use of power tools.
3. **SSPC-SP5 White Blast Cleaning:**
The removal of all grease, oil, dirt, rust, mill scale and other foreign matter from the steel surface; also to include the removal of 100% of all old paint and rust per square inch. This may be accomplished by propelling sand, grit, steel or iron pellets against the steel substrate by compressed air or by mechanical means.
4. **SSPC-SP6 Commercial Blast Cleaning:**
The removal of all mill scale, dirt, dust, oils, grease, and other foreign matter from the steel surfaces to be coated. Also include the removal of 66 2/3% of all old paint and rust per square inch. Commercial Blast cleaning is generally accomplished by propelling sand grit, steel or iron pellets against the steel substrate by compressed air or by mechanical means.
5. **SSPC-SP10 Near White Blast Cleaning:**
The removal of all grease, oil, dirt, rust, mill scale and other foreign matter from the steel surface; also to include the removal of 95% of all old paint and rust per square inch. This may be accomplished by propelling sand, grit, steel or iron pellets against the steel substrate by compressed air or by mechanical means.
6. **SSPC-SP11 Power Tool Cleaning to Bare Metal:** Accomplishes the same level of cleanliness as SSPC-SP6 by using special power tools.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. **Manufacturers:** Subject to compliance with requirements, provide products of one of the following:
 1. The Sherwin Williams Company
 2. Tnemec Company, Inc
 3. Or Approved equal.

2.2 MATERIAL QUALITY

- A. Provide primers, intermediate and finish paint products produced by the same manufacturer.
- B. Provide coatings of durable and washable quality.
 1. Use materials formulated for application in potable water systems, and which will withstand repeated exposure to water, hose down, mild chemicals, etc., without deterioration of either the cured coating or the substrate.

2. Use coating materials which will withstand normal washing as required to remove iron residue, manganese residue, calcium carbonate, contaminants, oil, chemicals, etc., without showing discoloration, loss of gloss, staining and other damage.
- C. Paint and coating materials shall exhibit high quality with regard to adhesion and cohesion. Films shall dry and cure to uniform thickness and be free from pinholes, holidays, voids, discontinuities, sags or runs.
- D. Where thinning is necessary to insure an acceptable finish, use only thinners recommended and/or manufactured by the paint manufacturer, and use only to the manufacturer's recommended limits. Thinning of coating materials to be in contact with potable water shall not be permitted that exceeds allowable EPA, NSF or UL limits. Thinning shall not be permitted that exceeds allowable VOC limits or coating manufacturer's product data and detailed instructions.

2.3 SUBSTITUTIONS

- A. No substitution shall be considered that decreases or reduces the coating thickness specified, the number of coats required, the surface preparation specified, the generic type of coating *specified, or the level of performance specified*.
- B. Substitute paint manufacturers, if approved, must furnish the same color selection as the named manufacturers, including colors scheduled, accent and decorative colors and stenciling colors in all coating systems.

2.4 COLORS AND FINISHES

- A. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.
 1. Lead: Measurable lead content in the pigment, binder or color additives will not be permitted.
 2. Where multiple coat interior systems are specified, there shall be a color change between coats. This color change shall be with products that fully comply with NSF and UL Guidelines.
 3. If not otherwise scheduled, specified, or directed, the finish color shall be white.
- B. Finish Quality:
 1. Finishes shall exhibit a high quality, industrial or commercial grade appearance of uniform thickness.
 2. Finishes shall be free of runs, sags, drips, waves, orange peel, paint splatter, festoons, dry spray, cloudiness, spotting, ropiness, brush marks, roller marks, fish eyes or other surface imperfections, voids, discontinuities, pinholes, and holidays.
 3. Final coat shall be uniform in texture, color and gloss, and shall provide an acceptable match with the approved drawdown color card.

2.5 MAINTENANCE MATERIALS TO BE PROVIDED

- A. Repair (touch-up) paints for all paint products applied under this Contract that are used for finish or top coat shall be supplied by the Contractor and turned over to the Owner upon completion of the Painting Work.
- B. All containers shall be properly and thoroughly labeled. Labeling shall be neat and permanent.

2.6 COATINGS AND SEALANTS

- A. Refer to schedules at the end of this section.

PART 3 – EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

- A. Contractor and his painting subcontractor shall examine the areas and conditions under this painting work is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.2 DELIVERY OF MATERIALS:

- A. Deliver all coating and lining materials, thinners and solvents to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:
 - 1. Name or title of material
 - 2. Manufacturer's stock number, batch number, and date of manufacture
 - 3. Manufacturer's name
 - 4. Contents by volume, for major pigment, binder (or resin) and vehicle constituents
 - 5. Thinning instructions where recommended
 - 6. Application instructions
 - 7. Color name and number
 - 8. Shelf life expiration date
 - 9. Pot life, at various ambient temperatures
 - 10. Material safety data sheet
 - 11. Volume and weight of container
- B. Deliver all cleaners in unopened containers which are labeled to indicate manufacturer and product.

- C. Deliver all brushes and rollers in unopened packages which are labeled to indicate manufacturer and product.
- D. Delivery of abrasive in bulk transfer trucks or abrasive manufacturer's bags or bulk nylon sacks, bearing the manufacturer's name, label and the following information.
 - 1. Name of material
 - 2. Manufacturer's name
 - 3. Contents and net weight of the contents
 - 4. Mesh size of the abrasive
 - 5. Impurities or contaminants

3.3 STORAGE AND HANDLING OF MATERIALS

A. Storage of Materials:

- 1. Store all materials in a clean, dry lighted and environmentally controlled area, such as a storage trailer, which shall be furnished and maintained by the Contractor.
 - a. Storage area shall be kept clean and accessible at all times throughout the duration of the painting.
 - b. Storage of materials in the Owner's facilities, i.e., plant dry wells or control room is expressly prohibited.
- 2. Comply with health and fire regulations including the Occupational Safety and health Act of 1971 (Rev. 1978).
 - a. Maintain paint material storage area temperature between 65 and 90 degrees F at all times. Furnish and install two maximum/minimum U-tube thermometers in the storage area at locations directed by the Engineer. The thermometers shall have an indicating range of 30°F to 130°F.
 - b. In the event of a storage area temperature drop to or below the minimum temperature stated by the manufacturer's recommendations, all paint and coating materials shall be declared unacceptable and so marked by the Engineer. All such unacceptable material shall be immediately removed from the job site and replaced by the Contractor at no additional cost to the Owner.

B. Handling of Materials:

- 1. Handle materials carefully to prevent inclusion of foreign materials.
- 2. Do not open containers or mix components until necessary preparatory work has been completed and application work will start immediately.

3.4 PROTECTION

- A. Cover or otherwise protect all surfaces and equipment not being coated concurrently, or not scheduled to be coated or painted, during all surface preparation and painting works. This includes, but is not limited to the Engineer's facilities, other private and public facilities within or adjacent to the area, other Contractors' equipment, and all publicly and privately owned vehicles.
- B. Display prominent warning signs indicating "WARNING – PAINTING AND ABRASIVE BLASTING WORK UNDERWAY" throughout the job site wherever surface preparation or painting operations are underway. Signs shall be at clearly visible locations near all points of access by person or vehicle to the work area(s).
- C. Correct all damages due to surface preparation or painting work by cleaning, repairing or replacing, and repainting, as acceptable to the Engineer.
- D. Take precautions necessary to prevent dust and dirt from coming in contact with surfaces cleaned for painting and with surfaces freshly painted. Protect freshly painted surfaces from dust or dirt throughout the initial cure period.
- E. Provide fire extinguishers and post caution signs warning against smoking and open flame when working with flammable materials.
- F. Remove all temporary protective wrappings provided for protection of this Contract and other contracts after completion of painting operations.
- G. Provide "wet paint" signs as required to protect newly painted finishes.

3.5 CONTAINMENT

- A. Equipment Coverings
 - 1. Use material that is 8-20 mils thick and 100% impermeable to cover pumps, motors, and other vulnerable equipment.
 - 2. Use material resistant to tear and/or rip by mechanical action from abrasive blasting during operations.
 - 3. Make Coverings airtight by use of duct tape at the openings, or other suitable measures.
- B. Containment System for Composite Elevated Tanks (Section 331620)
 - 1. Containment system must be designed by an Ohio licensed structural engineer.
 - 2. Containment system must be submitted to and approved by the OWNER prior to commencement of work.
 - 3. Furnish and install a partial containment system to be used during all dust generating work over all surfaces to be abrasive blast cleaned. The partial containment will be required over the steel bowl area.

4. This specification is intended to be performance based. Alternative procedures to accomplish the same purpose of dust elimination may be submitted for review. The final determination if the alternate performs as well as a total containment will rest solely with the Owner. Printed material and tests results by independent firms will be considered but will not govern. Rejection of an alternate after bid opening will not relieve the Contractor of any responsibility to complete the work as bid.
5. Contain the spent abrasive and paint chips to an area immediately under the structure. No abrasive release outside of the structure will be permitted. All methods of shielding shall contain the abrasive within the confines of the shrouds. The shrouds shall be erected on all sides of the structure for 360 degrees.
6. Immediately replace any damaged shrouds. Discontinue abrasive blast cleaning operations until the damaged shrouds are repaired or replaced.
7. Overlap all vertical tarps two to three inches and both ends of the vertical seams and connect by industrial Velcro or fasten every 18 inches with ties.

C. Equipment

1. Containment Shrouds - All shroud material shall be made of industry standard 80% shade factor tarps. The material shall be of an adequate density, weight with appropriate reinforcing and stitching to provide a complete containment system.
2. The shrouds must be constructed so that they may be dropped for any reason within 10 minutes.

3.6 SURFACE PREPARATION

A. Shop Cleaning and Primer

1. Tank shall be cleaned and treated to remove all mill scale, dirt, and other foreign substances from all the steel by sand, grit, or shot blasting, or by an approved acid pickling process. Manufacturer's standard process shall be used.
2. Water-Bearing Surface Preparation. The preparation of all water-bearing surfaces shall be equal to the "Steel Structures Painting Manual," Surface Preparation Specifications No.5 (SSPC-SP5, White Metal Blast Cleaning). The surface profile shall be *sharp angular*, a minimum of 2.0 mils. Surface preparation of the interior water bearing surfaces shall be done entirely in the field.
3. Non- Water Bearing Surface Preparation: The preparation of all interior dry and outside surfaces shall be equal to SSPC-SP10 (Near white blast cleaning). The surface profile shall be *sharp angular*, a minimum of 1.5 mils.
4. Primer: After cleaning of all plates and structural edges and before any detrimental rusting or soiling has occurred, the surface shall be primed. The primer shall be applied to all parts of the tank and supports except contact surfaces and edges to be welded. The primer shall be compatible with the field applied products and all coats shall have at least the minimum dry film thickness specified.
5. Shop Inspection – All new steel will be blasted and painted, and then inspected in the shop prior to shipment.

B. General:

1. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with high-pressure air.
2. Remove oil, wax and grease by scraping off heavy deposits and cleaning with mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
3. Verify that surfaces to be coated are dry, clean and free of dust, dirt, oil, wax, grease or other contaminants.
4. Fill pipe shall be covered.
5. Fill pipe not permitted for any use during construction.

C. Field Cleaning and Primer:

1. After complete tank erection, all welds and any other areas on which the shop paint has been damaged, plus the un-primed margins on the inside, shall be blast cleaned as specified in paragraph 3.6A (This does not apply for "Interior Wet" coatings). Before rusting or other surface deterioration takes place, the cleaned surface shall be painted with one coat of the same primer used in the shop and to the same specified dry film thickness. The primer shall be applied in manner that is in accordance with the manufacturer's recommendations. The primer shall dry to the manufacturer's recommendations prior to the application of the intermediate and finish coats.
2. Only low silica, low toxicity blasting media, such as Black Diamond, by Foster Dixiana or Black Beauty by Reed Mineral Division Meeting Mil. Spec 22262 (SH) & Carb certified for dry unconfined blasting shall be used.

ALL BLAST MEDIA SHALL BE PLACED IN PROPER CONTAINERS, REMOVED FROM THE SITE, AND DISPOSED OF AT APPROPRIATE DISPOSAL SITE. NO BLAST MEDIA SHALL BE DISPOSED OF ON SITE.

3.7 APPLICATION

- A. Apply all paint in accordance with the manufacturer's written recommendations and directions except as modified in this section, and with the paint application recommendations in SSPC Vol. I and Vol. 2, where applicable.
- B. Blast-cleaned or power-tool cleaned surfaces shall be coated with the products specified within 8 hours of surface preparation (or shorter time limits as may be specified by the coating manufacturer). However, initial or prime coating of such surfaces shall always be accomplished prior to the end of the workday or shift.
- C. The number of coats and paint film thickness required is the same regardless of the application method.
- D. Apply materials at specified film thickness by method recommended by manufacturer.

- E. Allow each coat to dry thoroughly before recoating. Follow manufacturers recommended recoat time.
- F. Cut edges clean and sharp where work joins other materials or colors.
- G. Make finish coats smooth, uniform in color, and free of brush marks, laps, runs, dry spray, overspray and skipped or missed areas.
- H. All aluminum parts in contact with dissimilar materials (such as concrete) shall be coated with a bituminous paint.

3.8 WORK PLANS

- A. The Contractor and his painting subcontractor shall thoroughly plan, organize, and schedule all surface preparation, coating, lining and painting work.
- B. The Contractor shall submit his written work plan and schedule of work areas to the Engineer at least 30 days prior to beginning work in a new area.
 - 1. Included in this plan shall be location-specific protection methods, warning sign positions, lighting, heating, ventilating, humidity control requirements, and anticipated equipment or system outages.
 - 2. In instances where the new work plan is complex or of a substantially different nature from previous painting work, the Engineer reserves the right to order a jobsite meeting to thoroughly discuss the proposed work and techniques.
 - 3. The Work plan must be approved by the Engineer prior to commencing painting work in a new area.

3.9 LIGHTING

- A. Adequate illumination and power shall be provided by the Contractor in all areas where surface preparation and painting operations are in progress.
- B. Supplementary lighting power shall be provided by the Contractor to illuminate substrates undergoing surface preparation, coating, lining, or painting.
 - 1. Such lighting shall provide at least 150 foot candles of illumination to all areas and all surfaces being worked on.
 - 2. Such lighting shall be required throughout the painting, drying, curing and inspection process, and shall be located so that the entire area or equipment being coated is illuminated uniformly to the required level, without need of shifting, repositioning or re-aiming lights to focus on specific locations.

3.10 VENTILATION, TEMPERATURE, AND HUMIDITY CONTROL

- A. The Contractor shall be responsible for maintaining adequate ventilation, and temperature and humidity control in all areas where painting work is being performed throughout the entire work period, including the drying and curing times required by the various paint products.
- B. "Adequate" ventilation, temperature and humidity levels are considered to be the more stringent of those required by: regulatory agencies and guidelines; the paint manufacturer's product application data; or the requirements of this Section.

3.11 MATERIALS AND EQUIPMENT FOR FIELD INSPECTION AND QUALITY CONTROL

- A. General: Prior to the beginning of any field painting or surface preparations, the Contractor shall supply to the Engineer the materials and equipment as listed in the following Paragraph.
 - 1. Each item supplied shall be of rugged construction, durable enough to last, through normal inspection use, for the life of this Contract.
 - 2. All materials and equipment shall remain the property of the City.
 - 3. All equipment shall include storage case, carrying case or strap, and complete operating instructions including calibration and adjustment directions.
- B. Inspection Materials and Equipment:
 - 1. Testex:
 - a. Testex Tape X-Coarse (38-114 microns – 1.5-4.5 mils) roll of 50
 - b. Testex Tap Coarse (20-50 microns – 0.8-2.0 mils) roll of 50
 - c. Testex Profile Kit
 - 2. Inspection Instruments
 - a. Infra-Red Non-Contact Thermometer
BLASTONE Part Number IN G3005
 - 3. PosiTector Equipment
 - a. SPG Probe for PosiTector universal body.
 - b. DPMS1 Removable Separate Probe for PosiTector universal body.

3.12 CLEANING

- A. During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting Work, clean window glass and all other paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces as determined by the Engineer.

3.13 ONE YEAR ANNIVERSARY INSPECTION

- A. Owner shall set a date on or before the first anniversary for a one year inspection.
- B. Inspection will be attended by an owner's representative, engineer, third party inspector, painting contractor and manufacturer's representative.
- C. Any deficiencies, cracking, chipping, flaking, peeling or corrosion in the coatings system will be repaired at the contractor's expense within 30 consecutive calendar days following the inspection.

3.14 WARRANTY

- A. The painting contractor shall provide a one (1) year warranty covering materials and labor required to repair any defects that occur during the first year of service.
- B. The coatings manufacturer shall provide an extended material only warranty for a period of fifteen (15) years (Fourteen (14) years after the first year anniversary inspection) for the interior coating system. This warranty shall cover failures due to cracking, chipping, flaking, peeling, or corrosion in a cumulative area in excess of 3% of the total coating system area per ASTM D610, or SSPC-VIS 2, Standard Method of Evaluating Degree of Rusting on Painted Steel Surfaces.
- C. The coatings manufacturer shall provide an extended material only warranty for a period of fifteen (15) years (Fourteen (14) years after the first year anniversary inspection) for the exterior coating system. This warranty shall cover failures due to cracking, chipping, flaking, peeling, or corrosion in a cumulative area in excess of 3% of the total coating system area per ASTM D610, or SSPC-VIS 2, Standard Method of Evaluating Degree of Rusting on Painted Steel Surfaces. In addition it shall warrant against the following for a period of fifteen (15) years (fourteen (14) years after the first year anniversary inspection):
 - 1. Loss of gloss in excess of 20 units as measured in accordance with ASTM D523 with 60-degree geometry. (Red, Yellows and Oranges are excluded for gloss performance)
 - 2. Color shift not to exceed 12 DE CIE LAB units as measured by ASTM D2244. (Red, Yellows and Oranges are excluded for color shift performance)
 - 3. Chalking not to exceed a rating 7 as measured in accordance with ASTM D4214. Method A. (Red, Yellows and Oranges are excluded for chalk resistance performance)
- D. The forgoing characteristics shall be measured by an average of 5 spot readings per 100 square feet on a washed surface. The owner is responsible for the cost associated with washing the surface, if there are concerns with the color and gloss retention properties of the applied coating system. The owner and manufacturer shall maintain exterior color samples that have been applied to three (3) sample panels, for each party, as the original color standard for the entirety of the warranty period. These panels shall be part of the responsibility of the applicator to create during the coating application phases of work and shall be created for each batch of the topcoat material.

E. After the first anniversary inspection the owner shall agree to inspection of the interior and exterior surfaces of the tank on a biannual basis. Subsequent inspections shall be on or before the following anniversary dates:

1. Year four (4)
2. Year seven (7)
3. Year ten (10)
4. Year Thirteen (13)
5. Year Fifteen (15)

F. Inspections shall be performed as outlined in ANSI/AWWA D102 Standard Section A.10.

3.15 PROTECTIVE COATING SYSTEMS SCHEDULE

A. The following schedule contains paint systems for painting interior (wet and dry) and exterior of the water storage facility. These systems are based on a specific paint manufacturer and are listed to establish minimum quality standards. Any substitute paint systems by an alternative manufacturer shall be equal to the specified systems. The substitute systems and paint materials shall be acceptable only by approval of the Engineer. Requests for substitution shall include detail manufacturer's literature for each product. These products specified are manufactured by the Sherwin Williams Company located in Cleveland, Ohio or the Tnemec Company Inc in Kansas City, Missouri.

B. Interior Coating System (Wet & Dry Surfaces):

1. Prime Coat/ Shop Prime:
 - a. Sherwin Williams corothane 1 Galvapac 2K Zinc primer or Tnemec Series 94-H20 at 3.0-4.0 Mils DFT.
2. Stripe Coat on Weld Seams, edges, and touch-ups:
 - a. Sherwin Williams Sherplate PW or Tnemec Series N140 (Dry Surfaces) at 2.0-3.0 Mils.
3. Stripe Coat on Weld Seams, edges, and touch-ups (Wet Surfaces – For Tnemec Series Only):
 - a. Tnemec Series N140-15BL @ 2.0-3.0 mils by brush or roller application
4. Intermediate Coat (Dry Surfaces – For Tnemec Series Only)
 - a. Tnemec Series N140-1255 @ 4.0-6.0 mils DFT
5. Finish Coat:
 - a. Sherwin Williams Sherplate PW or Tnemec Series FC22 plural spray application at 25.0 to 30.0 Mils DFT

C. Exterior Coating System:

1. Prime Coat/ Shop Primer:
 - a. Sherwin Williams Corothane 1 Galvapac 2k Zinc or Tnemec Series 94-H20 at 3.0-4.0 Mils DFT

2. Stripe coat on weld seams, edges, and touch-up:
 - a. Sherwin Williams Acrolon 218 HS acrylic polyurethane or Tnemec Series N140 at 2.0-3.0 Mils DFT applied by brush or roller.
3. Intermediate Coat:
 - a. Sherwin Williams Acrolon 218 HS acrylic polyurethane or Tnemec Series 1095 at 2.0-3.0 Mils DFT by roller application.
4. Finish Coat:
 - a. Sherwin Williams Flourokem or Tnemec Series V700 at 2.0-3.0 Mils DFT by roller application.
5. Graphics Design:
 - a. Sherwin Williams Flourokem or Tnemec Series V700 at 2.0-3.0 Mils DFT.

3.16 COATING AND LINING PRODUCTS:

A. SEALANTS

1. Interior and Exterior Seam Sealer and Pit Filler:
 - a. As recommended by manufacturer.
2. Exterior Sealant:
 - a. As recommended by manufacturer.

END OF SECTION 098000

SECTION 099700 - SPECIAL COATINGS

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this Section includes the furnishing and application of paints, stains, primers, varnishes and other finish, decorative and protective coatings.
- B. Shop priming and factory prefinishing are required on some, but not necessarily all, of the items described in other sections.
- C. Extent of work:
 - 1. All new process equipment and process piping.
 - 2. All building and room surfaces as indicated on the plans or as scheduled.
 - 3. All conduits, ducts, drains, etc of other trades unless such product is deemed having an acceptable factory pre-finish, under the following conditions:
 - a. When specifically called out as requiring special coating protection.

1.2 DEFINITIONS

- A. Special coating systems are defined as those types of materials and methods of application requiring more than normal skills and techniques for mixing, handling and application, as specified in the "Painting" section.
 - 1. The term "special coating systems" as used in this section includes applied materials used in prime, intermediate and finish coats.
 - 2. The word "paint", as applied in this and or other Sections shall apply to all special coatings required herein for the protection of materials from corrosive environment, weathering processes, or for aesthetic or other reasons.
 - 3. The term "exposed surfaces" is defined to include areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place in areas to be coated. Extend special coatings in these areas as required to maintain the coating system integrity and provide desired protection.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.
 - 1. List each material and cross-reference to the specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.
 - 2. In the event that the submittal requests a substitution then the following ASTM test results from an independent testing laboratory for the referenced products shall be included:

ASTM B 117 Salt Fog
ASTM D 3359 (Method A and B) Adhesion Test
ASTM G8, Method A Cathodic Disbondment
ASTM D 4541 (Elcometer)
ASTM D 4060 Taber Abrasion
ASTM D 522 (Conical Mandrel)
ASTM D 3363 Pencil Hardness
ASTM D 2794 Impact
ASTM G 53 QUV Exposure
ASTM D 2240 Durometer, Shore D
ASTM D 870 Immersion (Potable Water)
ASTM E 96 Moisture Vapor Transmission
ASTM D 2370 Tensile Strength and Elongation
ASTM D 638 Tear Strength

- B. Manufacturer's representative color and texture sample cards shall be submitted to the Engineer at least 30 days prior to paint application. Contractor shall coordinate work so as to allow sufficient time for paint to be delivered to the job site.

1.4 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and other undercoat material produced by the same manufacturer as the finish coats. Use only thinners recommended by the manufacturer, and only within recommended limits.
- B. Coordination of Work: Review other sections of these specifications in which other coatings are to be provided to ensure compatibility of the total coatings systems for various substrates.
1. Upon request, furnish information on the characteristics of pre-primed materials, to ensure that provisions for specified finish coats can be appropriately applied.
 2. Notify the Engineer of any anticipated problems involved in using the coatings systems as specified.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, new, unopened packages and containers bearing manufacturer's name and label and the following information:
1. Name or title of material.
 2. Federal Specification number, if applicable.
 3. Manufacturer's stock number and date of manufacture.
 4. Manufacturer's name.
 5. Contents by volume, for major pigment and vehicle constituents.
 6. Thinning instructions.
 7. Application instructions.
 8. Color name and number.
 9. Handling instructions and precautions.

- B. Store materials not in actual use in tightly covered containers at a minimum ambient temperature of 45 deg. F (7 deg. C) in a well ventilated area. Maintain containers used in storage of coatings in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all necessary precautionary measures to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of stains.
- C. No material shall be applied unless the containers are opened in the presence of the Owner's Representative.

1.6 PROJECT CONDITIONS

- A. Apply coatings only when the temperature of surfaces to be coated and surrounding air temperatures are above 45 deg. F (7 deg. C), unless otherwise permitted by manufacturer's printed instructions.
- B. Do not apply coatings in snow, rain, fog or mist, or when the relative humidity exceeds 85%, or to damp or wet surfaces unless otherwise permitted by manufacturer's printed instructions. Allow wet surfaces to dry thoroughly and attain the temperature and conditions specified before proceeding with or continuing with the coating operation.
 - 1. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and the temperature within the area can be maintained within limits specified by the manufacturer during application and drying periods.
- C. Report to responsible person such as safety personnel, General Trades Superintendent, etc., any condition which may pose a threat to the health and welfare of employees.
- D. Keep working area clean and safe.
- E. Obey all job site rules and regulations.
- F. Surfaces not to be painted; unless specifically stated otherwise:
 - 1. Face brick
 - 2. Pre-finished wall panels, partitions and ceiling tile
 - 3. Items with acceptable factory-applied final finish
 - 4. Concealed ducts, pipes and conduit.
 - 5. Glass, Aluminum, Copper, Bronze, Stainless Steel

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products of one of the following:
 - 1. Tnemec Company, Inc., North Kansas City, Missouri
 - 2. Carboline Company, At. Louis, Missouri
 - 3. Sherwin Williams Company, Cleveland, Ohio

- B. Material Quality: Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable coating manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- C. Proprietary names to designate colors or materials are not intended to imply that products of named manufacturers are required to the exclusion of equivalent products of other manufacturers.
- D. Request for substitution shall include manufacturer's literature for each product giving the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test reports showing results to equal the performance criteria of the products listed herein.

2.2 COATING SYSTEMS

A. Ferrous Metal:

1. Non-Potable, Interior

Surface Preparation: SSPC-SP10 Near White Blast

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 4.0-8.0 mils dry

Carboline Carboguard 890 @ 6.0 - 8.0 DFT

Sherwin Williams Dura-Plate UHS Primer at 4.0-8.0 mils DFT

Second Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 8.0-10.0 mils dry

Carboline Carboguard 890 @ 14.0 - 16.0 DFT

Sherwin Williams Dura-Plate DHS at 14.0-16.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-10 and spot prime with Series 161 @ 3-5 mils dry or Carboline Carboguard 890 @ 3.0 - 5.0 DFT or Sherwin Williams Dura-Plate 235 @ 3.0-5.0 mils DFT.

2. Non-Submerged, Interior Exposure

Surface Preparation: SSPC-SP6 Commercial Blast

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry

Carboline Carboguard 60 @ 3.0 - 5.0 DFT

Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 4.0-6.0 mils dry

Carboline Carboguard 60 @ 4.0 - 6.0 DFT

Sherwin Williams Macropoxy 646 at 4.0-6.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-10 and spot prime with Series N69 @ 3-5 mils dry or Carboline Carboguard 60 @ 3.0 - 5.0 DFT or Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT.

3. Non-Submerged, Exterior Exposure

Surface Preparation: SSPC-SP6 Commercial Blast

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry
Carboline Carboguard 60 @ 3.0 - 5.0 DFT
Sherwin Williams Macropoxy 646 at 6.0 - 8.0 mils DFT

Second Coat: Tnemec Series 1075 Endura-Shield II @ 2.0-4.0 mils dry
Carboline Carbothane 133 LH @ 3.0 - 5.0 DFT
Sherwin Williams Acrolon Ultra or Hi-Solids Polyurethane at 2.0 - 3.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-6 and spot prime with Series N69 @ 3-5 mils dry or Carboline Carboguard 60 @ 3.0 - 5.0 DFT or Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT.

4. Galvanized Steel (including Bar Joist and Galvanized Steel)

Surface Preparation: SSPC-SPI Solvent Clean on galvanized surfaces.
SSPC-SP7 Brush-Off blast to lightly profile surface.

First Coat: N69 Hi-Build Epoxoline II @ 2.0-4.0 mils dry
Carboline Carboguard 888 @ 3.0 - 4.0 DFT
Sherwin Williams Macropoxy 646 at 3.0-4.0 mils DFT

B. Non-Ferrous Metals:

1. Interior Exposure

Surface Preparation: SSPC-SP1 Solvent Clean and Scarify per SSPC-SP 3

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 2.0-3.0 mils dry
Carboline Carboguard 60 @ 3.0 - 5.0 DFT
Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry
Carboline Carboguard 60 @ 3.0 - 5.0 DFT
Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

2. Exterior Exposure

Surface Preparation: SSPC-SP1 Solvent Clean and Scarify per SSPC-SP 3

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 2.0-3.0 mils dry
Carboline Carboguard 60 @ 3.0 - 5.0 DFT
Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series 1075 Endura-Shield @ 2.0-4.0 mils dry
Carboline Carbothane 133 LH @ 3.0 - 5.0 DFT
Sherwin Williams Acrolon 218 HS or Hi-Solids Polyurethane at 3.0-5.0 mils DFT

- C. Wood
- Surface Preparation: Clean and dry
- First Coat: Tnemec Series 36-603 Undercoater @ 300 sq.ft. per gal.
 Carboline Carbocrylic 120 @ 1.0 - 2.0 DFT
 Sherwin Williams Multi Purpose Primer at 1.0-2.0 mils DFT
- Second Coat: Tnemec Series 23 Enduratone @ 400 sq.ft. per gal.
 Carboline Carbocoat 8215 @ 400 sq. ft. per gal.
 Sherwin Williams Pro Mar 200 Alkyd at 400 sqft per gal
- Third Coat Tnemec Series 23 Enduratone @ 400 sq.ft. per gal.
 Carboline Carbocoat 8215 @ 400 sq. ft. per gal.
 Sherwin Williams Pro Mar 200 Alkyd at 400 sqft per gal
- D. PVC Pipe
- Surface Preparation: Lightly sand
- First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 200 sq.ft. per gal.
- Carboline Carboguard 60 @ 200 sq. ft. per gal.
 Sherwin Williams Macropoxy 646 at 200 sqft per gal

2.3 COLOR CODING AND PROCESS SYSTEM IDENTIFICATION

- A. The following color coding is suggested for **wastewater** transport and treatment systems. Color coding for processing piping, equipment and appurtenances is a suggested system unless otherwise specified or requested by Owner. Final coding to be determined in the field:
1. Equipment - light gray with O.S.H.A. orange coupling guards and O.S.H.A. yellow belt guards.
 2. Pipe Supports - hangers to be same color as piping applied, floor post to be same as adjacent wall color, and fabricated racks to be manufacturer's standard protective finish or paint same as adjacent wall color if not having a suitable protective finish.
 3. Process piping-exposed interior or exterior:
 - a. Submerged Pipe or Supports - Black
 - b. Intermittently Submerged Metals - Black (unless piping as defined otherwise)
 - c. Raw wastewater - Medium Grey*
- *These colors are recommended as standard by WEF.
- C. Miscellaneous, non-process related items such as electrical conduit, duct work, roof drains, etc. are to be properly prepped and finished to match adjacent wall or ceiling color.
1. In situations where two colors do not have sufficient contrast to easily differentiate between them, a six (6) inch band of contrasting color shall be on one of the pipes at approximately thirty (30) inch intervals.

PART 3 - EXECUTION

3.1 PRE-WORK INSPECTION

- A. Examine surfaces to be coated and report conditions that would adversely affect appearance or performance of coating systems and which cannot be put into an acceptable condition by preparatory work specified in Paragraph 3.2.
- B. Do not proceed with surface preparation and application until surface is acceptable or authorization to proceed is given by the Owner's representative.

3.2 SURFACE PREPARATION

- A. General:
 - 1. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with high-pressure air.
 - 2. Remove oil, wax and grease by scraping off heavy deposits and cleaning with mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
 - 3. Verify that surfaces to be coated are dry, clean and free of dust, dirt, oil, wax grease or other contaminants.
- B. Non-Ferrous Metal:
 - 1. SSPC-SPI solvent cleaning to remove all contaminants.
- C. Ferrous Metal:
 - 1. Enclosed: Remove loose rust, mill scale and other foreign matter by hand (SSPC-SP2) or power tool (SSPC-SP3) cleaning and apply specified coating before rusting occurs.
 - 2. Non-Submerged, Architecturally Exposed: Society of Protective Coatings, SSPC-SP6 Commercial Blast.
 - 3. Submerged Steel: Society of Protective Coatings, SSPC-SP10 Near White Blast.
- D. Galvanized Metal:
 - 1. Remove contaminants and protective mill coating by SSPC-SP1 Solvent Cleaning or steam cleaning. All surfaces shall be prepared by light brush blasting to achieve a minimum 1.0 mil abrasive blast profile
- E. Wood:
 - 1. Remove surface deposits of sap and pitch by scraping and cleaning with mineral spirits.
 - 2. Seal knots and pitch pockets with a product manufactured for this specific purpose.
 - 3. Sand rough spots of smooth siding and finish woodwork.
 - 4. After prime coat is dry, fill cracks, holes and scratches with suitable wood filler or spackling compound and when dry, sand flush with surface.
 - 5. Sand lightly between coats.

3.3 APPLICATION

- A. General: Apply special coatings by brush, roller, spray, squeegee, or other applicators in accordance with the manufacturer's directions. Brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
 - 1. Coating colors, surfaces treatments and finishes are indicated in the "Schedules" of the contract documents.
 - 2. Provide finish coats that are compatible with the primers used.
 - 3. The number of coats and coating film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the coating manufacturer. Sand between coating applications where sanding is required to produce an even smooth surface in accordance with the coating manufacturer's directions.
 - 4. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces.
 - 5. Coat the back sides of access panels, removable or hinged covers, and similar hinged items, to match exposed surfaces.
- B. Minimum Coating Thickness: Apply each material at not thinner than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire coating system as recommended by the manufacturer.
- C. Prime Coats: Before the application of finish coats, apply a prime coat, as recommended by the coating manufacturer, to material that is required to be painted or finished, and which has not been prime coated by others.
 - 1. Recoat primed and sealed substrates where there is evidence of suction spots or unsealed areas in the first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- D. Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw glass lines and color breaks.
 - 1. Apply primers and first coats by brush unless the manufacturer's instructions permit use of mechanical applicators.
- E. Mechanical Applications: Use mechanical methods for coating application when permitted by the coating manufacturer's recommendations, governing ordinances, and trade union regulations.
 - 1. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of 2 coats in one pass, unless recommended by the coating manufacturer.
- F. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specified requirements.
- G. Spray application will not be permitted for the Primary Clarifier Painting bid item.

3.4 INSPECTION

- A. Request acceptance of each coat before applying succeeding coats.
- B. The Contractor shall furnish the Engineer a suitable thickness detector of a type recommended by the paint manufacturer.
- C. Any field painting found to be defective shall be removed and the surfaces repainted as the Engineer may direct at no additional cost to the Owner.
- D. Before final approval of the work, all damaged surfaces of paint (field or factory applied) shall be cleaned and repainted or touched up as directed.

3.5 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following material testing procedure at any time, and at any number of times during the period when coating operations are being conducted.
 - 1. The Owner will engage the services of an independent testing laboratory to sample the coating being used. Samples of material delivered to project site will be taken, identified and sealed, and certified in the presence of the Contractor.
 - 2. The testing laboratory will perform appropriate tests for any or all of the following characteristics as required by the Owner:
 - a. Quantitative materials analysis.
 - b. Absorption.
 - c. Accelerated weathering.

3.6 CLEANING

- A. Clean-Up: At the end of each work day during progress of work, remove rubbish, empty cans, rags and other discarded materials from the site.
 - 1. Upon completion of the work, clean window glass and other spattered surfaces. Remove spattered coatings by washing, scraping or other proper methods, using care not to scratch or otherwise damage adjacent finished surfaces.

3.7 PROTECTION

- A. Protect work of other trades, whether to be coated or not, against damage from coating operations. Correct damage by cleaning, repairing or replacing, and recoating as acceptable to the Engineer. Leave the work in an undamaged condition.
- B. Provide "Wet Paint" signs as required to protect newly-coated finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of coating operations.
 - 1. At completion of the work of other trades, touch-up and restore damaged or defaced coated surfaces.

END OF SECTION 099700

SECTION 264200 - CATHODIC PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specifications sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The Contractor shall furnish and install a complete system of cathodic protection. The complete equipment shall be of an established make suitable and adequate for the purpose described and shall be fully guaranteed to prevent corrosion of the underwater interior surface of the tank and riser by use of electrical currents only.

1.3 QUALITY ASSURANCE

- A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

1.4 DETAILED DRAWINGS

- A. The Contractor shall submit detailed drawings, specifications and/or catalog pages for review by the Engineer, as required under these specifications, describing in detail the cathodic protection system and appurtenances he will furnish and install in the tank. This data shall illustrate that the cathodic system is designed specifically for the particular style and size of tank in which it is to be installed. No cathodic protection equipment shall be delivered to the work until such data has been received, reviewed and found to be in general conformance with the plans and specifications.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and application instructions.

PART 2 - PRODUCTS

2.1 POWER SUPPLY

- A. A 120V power supply for the cathodic protection system will be available at the lighting panel.

2.2 CATHODIC PROTECTION EQUIPMENT

- A. The cathodic protection system (C.P.S.) shall be designed to provide the exact amount of current required and to accommodate for all variations in water composition, temperature, level and tank surface coating. The C.P.S. shall consist of a reference electrode, amplifier and controller, potential control unit, rectifier power unit and anodes. The C.P.S. shall operate on a feedback principle. When the tank- to-water potential exceeds the level required for protection, the signal from the reference electrode shall decrease the cathodic protection current. Conversely, if the tank-to-water potential drops, the current shall increase.
- B. The C.P.S. shall have totally automatic control and shall be 100% solid state with no moving parts. It shall have a readout of the protective level, instant response and less than 12 Millivolt Potential Deviation. A maximum of two (2) reference cells shall be required. It shall automatically control from 0% to 100% of its rated capacity.
- C. A complete description of the electrodes to be furnished shall be submitted for approval. The description shall include full information regarding their respective construction, size, number and composition. A type which does not disintegrate, when used as an anode in an electrolytic circuit shall be provided. The type, size, spacing, quantity and location of anodes shall be predicated, first on the necessity to distribute the protective current to all parts of the structure and second, upon considerations of the size and shape of the structure together with water characteristics and temperature. It is also essential that the circuits shall provide to the extent feasible, as complete protection for the riser as for the tank proper.
- D. The completed equipment installation shall be of an established make suitable and adequate for the purpose described and shall be fully guaranteed to prevent corrosion of the underwater interior surface of the tank and riser to the extent feasible, by use of electrical currents only.
- E. The automatic C.P.S. shall be "T.A.S.C." with permanode ballasted anodes designed to provide at least ten (10) years continuous protection, as manufactured by HARCO, or an approved equal.
- F. All wire, conduit and fittings shall conform to the requirements of the electrical section of these specifications.

PART 3 - EXECUTION

3.1 MANUFACTURER'S SERVICES

- A. The services of a factory trained, qualified service representative of the equipment manufacturer shall be provided to inspect the complete equipment installation to insure that it is installed in accordance with the manufacturer's recommendations, make all adjustments necessary to place the system in trouble-free operation and instruct the operating personnel in the proper care and operation of the equipment furnished.

3.2 MANUFACTURER'S GUARANTEE

- A. The selected equipment manufacturer shall guarantee that the materials and/or workmanship of the equipment be free from defects for a period of one (1) year from date of equipment start-up, providing the equipment has been operated and maintained in accordance with the manufacturer's recommendations.

END OF SECTION 264200



SECTION 6
SPECIFIC PROJECT REQUIREMENTS



SPECIFIC PROJECT REQUIREMENTS

1 - CONTACT DURING BIDDING

- 1.1 All questions during bidding should be addressed to Tim McLaughlin, P.E., who can be reached at CT Consultants, Inc., 8150 Sterling Court, Mentor, Ohio 44060 at 440.530.2352.

2 - INSURANCE

- 2.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.

3 - WORKING HOURS

- 3.1 No work shall be performed between the hours of 7:30 PM and 7:30 AM nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

4 - PROJECT COMPLETION

- 5.1 All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 10 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

5 - MSDS SHEETS

- 5.1 Contractors or suppliers shall furnish MSDS sheets for any hazardous substance brought onto county property or a county job site.

6 - DRUG-FREE WORKPLACE PROGRAM

- 6.1 In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

7 - OHIO ETHICS LAW

- 7.1 Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

8 - PERIODIC PAYMENTS

- 8.1 This project is expected to be funded in whole or in part by the Ohio EPA Water Supply Revolving Loan Account (WSRLA) Program. The Contractor shall comply with all requirements of this program. The periodic payments to the Contractor may be made in whole or in part through the OWDA. In paragraph 14.02 C.1. of the General Conditions, change "ten days" to "sixty days."
- 8.2 Ohio EPA must approve all change orders prior to a change order item being paid on a pay estimate.

SECTION 7
SPECIAL REQUIREMENTS - EPA



Contract Document Provisions

The following contract requirements and forms are to be included in the construction contract documents. Completed copies of the forms are to be submitted to Ohio EPA within one week after bids are received, or sooner dependent on your individual project schedule. Bid packages for WPCLF projects should be submitted to DEFA in the central office while bid packages for WSRLA projects should be submitted to the appropriate DDAGW district office.

Equal Employment Opportunity (EEO) Requirements

The Contractor's EEO Certification Form must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.

NOTE: If the loan applicant has its own EEO requirements, local procedures and forms may be substituted for the EPA form.

Debarment

The Certification Regarding Debarment, Suspension, and Other Responsibility Matters must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.

Disadvantaged Business Enterprises (DBE) Utilization

The DBE Specification language and instructions to the bidders and Forms 6100-3, 6100-4 and 6100-2 must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid.

NOTE: If the loan applicant has its own DBE requirements or if other funding programs with potentially competing DBE requirements are participating in the project funding, please contact Ohio EPA – DEFA for specific instructions regarding the DBE requirements.

Davis-Bacon wage rate requirements

The contract documents must include language that requires contractors and subcontractors to pay wages at rates not less than those prevailing on similar projects within the area as determined by the US Secretary of Labor. In addition, the loan recipient will be required to conduct wage interviews and monitor payroll for compliance.

Regulations and Forms to be Included with Contract Documents

Build America, Buy America Signage

Build America Buy America Act (BABA) requirements apply to Lead Service Line, Emerging Contaminants and equivalency projects funded by a WPCLF assistance agreement and/or a WSRLA assistance agreement. If BABA applies to a project, BIL-specific signage terms and conditions will apply.

American Iron and Steel

All treatment works projects funded by a WPCLF assistance agreement and all public water system projects funded by a WSRLA assistance agreement are required to comply with American Iron and Steel (AIS) requirements. The acknowledgement form must be included in the contract documents. The acknowledgement form should be signed by the contractor and submitted with the final bid package. It is recommended that the AIS guidance document and questions and answers document be included in the contract documents.

The following contract requirements are to be included in the construction contract documents but are not required to be submitted to Ohio EPA for contract endorsement.

Violating Facilities Clause

Language prohibiting this use of equipment or services from anyone on the EPA List of Violating Facilities must be included in the contract documents.

Small Businesses in Rural Areas (SBRA)

Language encouraging the participation of small businesses in rural areas should be included in the contract documents.

Insurance Provisions

Section 3.5 of the WPCLF/WSRLA Loan Agreement contains specific requirements regarding insurance for all contractors and all subcontractors for the life of the contract. These insurance requirements must be reflected in the contract documents. Adjust the language as needed to meet the specifics of the construction project while still meeting the provisions of the Loan Agreement.

Materials Testing

In addition to the details included with specific equipment testing in the specifications, there should be an overall statement regarding testing for the project. Adjust the language as needed to meet the specifics of the construction project.

Continuous Treatment Provisions

It is important that construction activities not result in any temporary violations of Drinking Water or NPDES permit requirements (for permitted facilities). Construction activities should interrupt wastewater service to the individual resident as little as possible. For drinking water projects, it is important that construction activities not result in any disruption of service. The example language is intended for construction work occurring at an existing drinking water plant or a WWTP and must be adjusted to meet the specifics of the construction project.

Regulations and Forms to be Included with Contract Documents

WPCLF/WSRLA Change Order Form

All change orders for the construction project must be executed on the WPCLF/WSRLA change order form. The form must be (1) included in the contract documents and (2) the instructions referenced in the Contract Documents.

The following contract requirements are provided in Ohio Revised Code (ORC). Some loan applicants have local requirements that supersede ORC provisions for competitive bidding, and these local requirements can be applied instead of ORC, except for those requirements specified in the WPCLF/WSRLA loan agreements.

Bid Guarantee

The requirements for a bid guarantee (which can be a bond or a certified check, cashier's check, or letter of credit) are covered in ORC 153.54.

Payment and Performance Bonds

The requirements for a Payment and Performance Bond are covered in ORC 153.54 and Section 3.4 of the WPCLF/WSRLA Loan Agreements.

Payment Retention

The requirement for payment retainage is provided in ORC 153.12. Details on how the escrow account that holds the retainage are provided in ORC 153.13. Further details on how and when to pay for materials delivered and installed are provided in ORC 153.14.

Completion Time

The contract documents must state the length of the contract time per ORC 153.19. The dates for Initiation of Operation and Project Completion are specified in the WPCLF/WSRLA Loan Agreements, and need to coincide with the specified contract time.

The following are contract provisions to consider but are not required. The language provided for each are samples only and must be adjusted to reflect the specifics of the project and local needs.

Local Protest Procedure

Some statement as to when a valid protest must be filed, in what form it must be filed and who it must be filed with should be included. ORC 153.12 has some default procedures for handling disputes. If the owner wants more control than provided in ORC, a procedure needs to be spelled out in the Contract Documents.

Basis and Method for Award

The contract documents should include some language that clearly states what the Owner will consider when determining the successful bidder and to provide a clear basis for the Owner when they have a need to reject the low bidder and go with a different bidder.

Regulations and Forms To Be Included with Contract Documents**Payment Methods**

To minimize uncertainty and arguments that can slow down the progress of construction it is useful to provide language stating how and when the Contractor will get paid. In addition to ORC and other local requirements, the involvement of public funding Agencies such as the WPCLF, WSRLA, Ohio Public Works Commission and Community Development Block Grant impact the process and timing for payments.

Contract Documents Review

Whenever possible, all of the provisions listed above must be included in the contract documents for the project prior to advertisement for bids. Ohio EPA's review for these contract provisions will occur as part of our normal detail plans and specifications review. The bidding documents are to be submitted to Ohio EPA for review regardless of whether a Permit to Install or a Plan Approval is required for the project.

After bidding has started:

In those cases when WPCLF or WSRLA funding is being requested after advertisement for bids has started, add all missing contract provisions, forms, and requirements via addendum.

After bids have been opened but before contracts have been signed:

If the bid advertisement period is over and bids have been opened, but the construction contract have not been signed yet, provide a draft contract change order which would be used to incorporate all missing contract provisions, forms, and requirements into the contract. This should be done in consultation with local legal counsel to address any potential bid protest concerns.

Construction contracts have already been signed:

If the construction contract has already been signed, a contract change order must be executed incorporating all missing contract provisions, forms, and requirements into the contract.

A Contract Documents Review checklist is provided here to help ensure that all requirements are included and to help expedite Ohio EPA's review of your documents.

Bid Package Submittals

Certain documents must be submitted to Ohio EPA within one week after bids are received, or sooner dependent on your individual project schedule. Please [look here for a complete list](#) of the required submittals.

NOTE: THE CONTRACT LANGUAGE SAMPLES PROVIDED HEREIN ARE EXAMPLES OF WHAT COULD BE INCLUDED IN ALL CONTRACTS THAT USE WPCLF OR WSRLA FUNDS. OHIO EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THESE CLAUSES WITH RESPECT TO STATE OR LOCAL LAW. IT IS IMPERATIVE THAT ANY PARTY INSERTING THESE CLAUSES INTO A CONTRACT VERIFY THAT THEY ARE LEGAL AND ENFORCEABLE ACCORDING TO STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

Disadvantaged Business Enterprises (DBE) Utilization

USEPA has a program to encourage the participation of disadvantaged businesses in the construction activities funded by the Clean Water and Drinking Water SRF's. "DBE" is an all inclusive term that includes Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Small Business in Rural Areas (SBRA), HUBZone Small Business, Labor Surplus Area Firms (LSAF), and other entities defined as socially and/or economically disadvantaged. While the WPCLF and WSRLA strongly encourage participation by all disadvantaged groups, specific participation goals are negotiated with USEPA only for Minority Business Enterprises and Women's Business Enterprises.

Goals

As a condition of receiving capitalization grants from U.S. EPA for the Water Pollution Control Loan Fund (WPCLF) and the Water Supply Revolving Loan Account (WSRLA), the Ohio EPA negotiates "fair share" Disadvantaged Business Enterprises (DBE) objectives with U.S. EPA. The current negotiated goals for construction related activities are 1.3% of all contracts to MBEs and 1.0% of all contracts to WBEs.

DBE Certification

Under the DBE program, qualified DBE's are those that have been certified as an MBE or WBE. Certifications can be obtained from a federal agency such as the Small Business Administration or the Department of Transportation or by an approved State agency. The Unified Certification Program (UCP) administered by the Ohio Department of Transportation (ODOT) can provide the necessary DBE certifications. Information on the UCP can be found at <http://www.ohioucp.org> as well as the ODOT website www.dot.state.oh.us/divisions/equalopportunity/pages/dbe.aspx.

DBE Qualifications

To qualify for MBE certification, businesses must be 51 percent owned and controlled by a U.S. citizen and Ohio resident belonging to an African American, Native American, Hispanic, or Asian American ethnic group. In addition, the business must be in operation for at least one year prior to submitting an application. For DBE status, a business must be at least 51 percent owned by a socially and economically disadvantaged person who participates in the daily operations of the business. This person must be a woman or of African-American, Hispanic, Native American, Asian American ethnicity.

Program Requirements

To comply with DBE program requirements the WPCLF/WSRLA loan recipient must do the following:

1. Create and maintain a bidder's list (see description below)

2. Include contract conditions applicable to the DBE program in all procurement contracts entered into by the Borrower for all WPCLF and WSRLA projects. These conditions are listed below.
3. Follow, document, and maintain documentation of good faith efforts on the part of prime contractors to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project.
4. Review the Form 6100-3 and 6100-4 submittals provided by bidders on the project for completeness and obtain any additional information necessary to verify the certification status of all proposed subcontractors.
5. Obtain documentation of the good faith efforts of the prime contractor if the prime contractor does not meet the MBE or WBE goal.
6. Obtain a written confirmation from any prime contractor states that they will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual.
7. Submit the following to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined:
 - Form 6100-3 from each subcontractor
 - Form 6100-4 from each prime contractor
 - a copy of the Good Faith Efforts documentation from any prime contractors that will not meet the MBE and WBE goals,
 - if any of the prime contractors will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual, a copy of the written confirmation from that prime contractor
8. Report MBE/WBE accomplishments on Form 5700-52A annually (within 15 days after October 1st).

NOTE: It is up to the WPCLF/WSRLA loan recipient whether or not to require completion and submission of Forms 6100-3 and 6100-4 from all bidders with the bid proposal or to accept completion and submission from the successful bidder(s) only at some time after bids are received. Regardless of whether the forms are completed and submitted with the bids or at some later time once the successful bidders are identified, completed forms are to be submitted to Ohio EPA with the bid package.

To comply with DBE program requirements all prime contractors must do the following:

1. Follow, document, and maintain documentation of their good faith efforts.
2. Complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the bid proposal package to the loan recipient.
3. Have its Disadvantaged Business Enterprise subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form** and submit those as part of the bid proposal package to the loan recipient.
4. Provide **Form 6100-2 DBE Subcontractor Actual Participation Form** to all of its Disadvantaged Business Enterprise subcontractors for completion at the end of the work.
5. During construction, provide the data necessary so that the loan recipient can report MBE/WBE accomplishments on Form 5700-52A annually (within 15 days after October 1st).

Bidders List

The Borrower must create, maintain, and use a bidders list for purposes of soliciting both MBE/WBEs and non-MBE/WBEs during procurement of construction, equipment, supplies, and services. This list shall include:

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

Borrowers that receive less than \$250,000 or less in any one fiscal year can be exempt from maintaining a Bidders List.

The Bidders List shall be maintained until the project period has expired and the Borrower is no longer receiving EPA funding. The Bidders List must include all firms that bid on the prime contracts, or bid or gave a quote on subcontracts, including both MBE/WBEs and non-MBE/WBEs.

Required Contract Conditions

The DBE Specification language and instructions to the bidders and Forms 6100-2, 6100-3 and 6100-4 must be included in the contract documents and referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid for all WPCLF and WSRLA projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six Good Faith Efforts (listed below) if soliciting a replacement contractor.
4. The prime contractor must employ the six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.
5. An owner must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

DBE Forms

Form 6100-3 – Each prime contractor must have its DBE subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form**. This form gives the DBE subcontractor the opportunity to report the scope and cost of the subcontract and it should be forwarded to the Prime Contractor along with the DBE's quote. Each subcontractor completes one Form 6100-3. The Borrower must submit all Form 6100-3 forms to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Form 6100-4 – Each prime contractor must complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the prime contractor's bid proposal package to the Borrower. This form summarizes the Prime Contractor's intended use of identified DBE(s) and the estimated dollar amount of each subcontract. Only one Form 6100-4 form is required from each Prime Contractor. The Borrower must submit this form to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Form 6100-2 - The prime contractor must provide **Form 6100-2 DBE Subcontractor Actual Participation Form** to all of its Disadvantaged Business Enterprise subcontractors.

Reporting During Construction – Form 5700-52A

The purpose of MBE/WBE reporting is to monitor the grant recipient's accomplishments in utilizing MBEs and WBEs; and adherence to the good faith efforts (i.e., outreach to MBEs, WBEs, and other DBEs); and progress in achieving MBE and WBE Goals. During the progress of the construction project, the loan recipient must complete & submit Form 5700-52A annually (**within 15 days after October 1st**). If there were no MBEs or WBEs utilized, or no procurement expenditures of any kind were made during the reporting period, a "negative report" is still required.

Reports are to be sent to:

Florel Fraser, Ohio EPA – DEFA
P.O. Box 1049
Columbus, OH 43216-1049
E-mail address: Florel.Fraser@epa.ohio.gov
Phone: 1-614-644-3636

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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ALERT

“Total Procurement” fields and “MBE/WBE Combined Procurement” fields located in section 4B of this form should include Federal funds provided under the assistance agreement, recipient matching funds, and funds from other sources that are included in the assistance agreement.

Due to process time of Paperwork Reduction Act procedures, EPA is not able to update the EPA Form 5700-52A immediately to reflect this clarification.

If EPA grant recipients have questions about EPA Form 5700-52A, please work with your respective Grants Specialist or DBE Coordinator.



U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

1A. REPORTING PERIOD October 1, _____ September 30, _____		1B. REPORT TYPE ☐ Annual ☐ Final Report (Project completed)	
1C: Revision of a Prior Year Report? ☐ No ☐ Yes If yes, what reporting period is being revised and briefly describe the changes made. Note: The revised report will replace the associated original report in its entirety.			
2A. RECIPIENT UNIQUE ENTITY IDENTIFIER			
2B. RECIPIENT REPORTING CONTACT Name: _____ Email: _____ Phone: _____			
3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) (For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.)			
4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.) ☐			
4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)			
	Construction	Non-Construction	Total
Total Procurement:	\$ _____	\$ _____	\$ _____
MBE/WBE Combined Procurement:	\$ _____	\$ _____	\$ _____
5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321. ☐ Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period. ☐ No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.		5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made. ☐ No MBE/WBE(s) applied ☐ No MBE/WBE(s) were qualified ☐ Other: _____	
6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		TITLE	
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		DATE	

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/ Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (<https://www.epa.gov/grants/rain-2018-g04>). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is \$250,000, then if a recipient has \$300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is

maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

B. Submission:

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement.

Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

<https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

<https://www.epa.gov/grants/epa-dbe-program-coordinators>

c. Instructions:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. **November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or "other" categories, and include funds expended for procurement under sub-awards or loans.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.**

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

***For SRF recipients only:** In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

Material Suppliers

In October 2009, OEPA/DEFA made a clarification to their DBE Policy. If a Contractor subcontracts work and cannot meet the Goals with MBE/WBE Subcontractors, the Goals may be met by supplying equipment from MBE/WBE Suppliers.

Also, Contractors that do not subcontract work do not have to comply with the MBE/WBE requirements although all Contractors are strongly encouraged to break the work into subcontracts whenever feasible.

Violating Facilities Clause

ViolatingFacilities:

The Contractor agrees to comply with all applicable standards, orders or requirements 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 EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

Requirement For Utilization Of Small Businesses In Rural Areas (SBRA)

This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

This procurement is subject to the EPA policy of encouraging the participation of small business in rural areas (SBRAs).

WPCLF Local Protest Procedure

Protests

A protest based upon an alleged violation of the procurement requirement may be filed against the OWNER's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the Mayor. The OWNER shall determine the protest. The OWNER may request additional information or a hearing in order to resolve the protest.

A protest shall be filed as early as possible during the procurement process, but must be received by the OWNER no later than one week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of nondelivery with in the required time period.

A protest must clearly present the procurement requirement being protested, the facts which support the protest, and any other information necessary to support the protest.

Continuous Treatment Provisions

It is important that construction activities not result in any temporary violations of NPDES permit requirements (for permitted facilities) and construction activities should interrupt wastewater service to the individual resident as little as possible. For drinking water projects, it is important that construction activities not result in any disruption of service. Any disruption of service must be immediately reported to the Ohio EPA, Drinking Water Section of the appropriate district office.

Continuous Treatment (wastewater projects)

Federal regulations prohibit by-passing of any sewage during construction operations. The Contractor will be responsible for providing any required temporary pumping facilities piping, etc., necessary to complete the project without any plant by-passing and continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

The following example language is a sample of what might be appropriate for construction work occurring at an existing drinking water treatment plant. The language actually incorporated into the contract documents must be adjusted to meet the specifics of the construction project.

Continuous Treatment (drinking water projects)

The Contractor will be responsible for obtaining approval from Ohio EPA for use of temporary pumping facilities, piping and other items in order to complete the project without any plant by-passing. Continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

WPCLF/WSRLA Payments

This project is funded in whole or in part by funds from the Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) as administered by the Ohio EPA-DEFA and the Ohio Water Development Authority (OWDA). The Contractor shall comply with all requirements of these programs. The Owner shall be responsible for the progress payments to the Contractor if the Owner becomes ineligible for further payments due to circumstances which are of no fault of the Contractor. The monthly payments to vendors may be made through the Owner, the OWDA, or both as deemed by the Owner.

The time frame for payment of pay estimates by the Owner and/or Special Funding Agency(s) may be up to 60 calendar days from date of receipt of pay estimate from Engineer to Owner. Ohio EPA/DEFA must approve all change orders before the change order may be submitted for payment on a pay estimate.

State of Ohio
 WATER POLLUTION CONTROL LOAN FUND (WPCLF) /
 WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)

CONTRACT CHANGE ORDER

RECIPIENT _____ CHANGE ORDER NBR _____

LOAN NUMBER _____ CONTRACT _____

OWDA PROJECT No. _____ DATE _____

Description of Change:

The time provided for completion in the contract for the above items is (increased/decreased) by ____ calendar days.

RECOMMENDED BY: _____ DATE: _____
 (Engineer)

APPROVED BY: _____ DATE: _____
 (Recipient)

ACCEPTED BY: _____ DATE: _____
 (Contractor)

 (Company)

OWDA APPROVAL	
Original Contract Amt _____ Previous Changes (+ / --) _____ This Change (+ / --) _____ Adjusted Contract Amt _____	The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.
Ohio EPA Acceptance	Chief Engineer
Date	Date

CHANGE ORDER INSTRUCTIONS:

All Change Orders for this work, regardless of costs and whether Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) funding will be used to finance the changes, must be submitted to Ohio EPA for review.

Changes Requiring Prior Approval

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

All Other Changes

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one (1) month of the time at which they are approved by the Owner. All change orders must be submitted electronically to dedicated change order email addresses for WPCLF and WSRLA projects.

Change Order Approval Process

After the Change Order is executed, one (1) copy of the Change Order, including the supporting documentation, is to be sent electronically to Ohio EPA for final review.

The dedicated e-mail address for the electronic submittal of WPCLF Change Orders is EPAWPCLFCO@epa.ohio.gov.

The dedicated e-mail address for the electronic submittal of WSRLA Change Orders is EPAWSRLACO@epa.ohio.gov.

After the Change Order is accepted and eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. The OEPA letter will be sent electronically along with a PDF of the WPCLF/WSRLA Change Order form which will be signed by all parties including Ohio EPA and OWDA.

Payments for Change Order Work

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until such time as the Ohio EPA's approval of the Change Orders has been obtained.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,
Consolidated Appropriations Act, 2014

FROM: f (Andrew D. Sawyers, Director
y) Office of Wastewater Management (4201M)
Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

- 5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?**

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

- 6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?**

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

- 7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?**

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

- 8) What if a project has split funding from a non-SRF source?**

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which

case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components

do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
 Service Boxes;
 Steel Hinged Hatches, Square and Rectangular;
 Steel Riser Rings;
 Trash receptacles;
 Tree Grates;
 Tree Guards;
 Trench Grates; and
 Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,

heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to the EPA for review.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to

determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

General	Items	✓	Notes
• Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor			
Cost Waiver Requests	• Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests	• Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests - Does the waiver request include the following information? - Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products - Relevant excerpts from the bid documents used by the contractors to complete the comparison - A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market - Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests - Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? - Supplier information or other documentation indicating availability/delivery date for materials - Project schedule - Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials - Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? - Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) - Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: - Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State - Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States - Correspondence with construction trade associations indicating the non-availability of the materials - Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 5: Sample Certifications

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

**American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014
(Public Law 113-76)**

Q&A Part 2

PRODUCT QUESTIONS

1. Q: Do all fasteners qualify for de minimis exemption?

A: No. There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads).

EPA also clarifies that minor components of two listed products – valves and hydrants -- may not need to meet the AIS requirements if the minor components comprise a very small quantity of minor, low-cost fasteners that are of unknown origin.

2. Q: Does PCCP pipe have to be domestically produced?

A: Yes. Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

3. Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?

A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

4. Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?

A: No. Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

5. Q: Can a recipient use non-domestic flanged pipe?

A: No. While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

6. Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?

A: No. These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger "fitting" categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

7. Q: Can a recipient use non-domestic service saddles and tapping sleeves?

A: No. These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger "pipe restraint" category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

8. Q: The AIS guidance does not appear to cover reused items (i.e., existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?

A: The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient's de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

9. Q: What does "time needed" mean in the AIS guidance, in reference to the definition of "Reasonably Available Quantity"?

A: For considering whether a product would meet reasonably available quantity, “time needed” is based on the construction schedule. If the item is delayed and there is substantial impact on the overall construction schedule, this would not be according to the “time needed.”

10. Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?

A: Possibly. The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA’s AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

11. Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?

A: AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriations Act, do not have to be domestically produced.

12. Q: Is cast iron excluded from the AIS requirements?

A: No. Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

13. Q: The guidance states that “construction materials” do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.

A: Ductwork is not mechanical equipment, therefore it is considered a “construction material” and must comply with the AIS requirements.

14. Q: Do “meters” mentioned in EPA’s guidance as non-construction materials include both flow meters and water meters?

A: Yes. “Meters” includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

15. Q: Must coiled steel be domestic?

A: Yes. Coiled steel is an intermediate product used in the production of steel pipe and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

16. Q: Are pig iron, direct reduced iron (DRI), and ingot considered raw materials?

A: No. These are considered intermediate products used in the production of iron or steel and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

17. Q: Can assistance recipients rely on a marking that reads, "Made in the USA," as evidence that all processes took place in the U.S.?

A: No. This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

18. Q: When determining what constitutes a product made "primarily" of iron or steel, who makes this determination?

A: The manufacturer will show if its product qualifies as primarily made of iron or steel. The recipient should expect the manufacturer to provide documentation/ certification that its product is AIS compliant.

19. Q: Do aerators need to be produced domestically in order to comply with AIS?

A: No. Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. "Blowers/aeration equipment, compressors" are listed in EPA's guidance as non-construction materials.

20. Q: Are Sluice and Slide Gates considered valves?

A: No. Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, "gates" (meaning sluice, slide or weir gates) are listed in EPA's guidance as non-construction materials.

AIS PROCESS QUESTIONS**21. Q: Will notices of waiver applications be published in the federal register?**

A: No. Applications for waivers will be published on EPA's website (http://water.epa.gov/grants_funding/aisrequirement.cfm). EPA will provide 15 days for open public comment, as noted on the website.

22. Q: Will states be collecting the step certification paper trail, as presented in the AIS guidance?

A. No. Assistance recipients must maintain documentation of compliance with AIS. EPA recommends use of the step certification process. This process is a best practice and traces all manufacturing of iron and steel products to the U.S. If the process is used, the state does not have to collect the documentation. The documents must be kept by the assistance recipient and reviewed by the state during project reviews.

23. Q: Why is it considered a best practice for states to conduct site visits, when it is the assistance recipient's responsibility to meet the AIS requirements?

A: It is both the assistance recipient's and the state's responsibility to ensure compliance with the AIS requirements. The state is the recipient of a federal grant and must comply with all grant conditions, including a condition requiring that the AIS requirements be adhered to. Therefore, it is recommended that states conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance.

24. Q: Please further define the state's role in the waiver process.

A: The state's role in the waiver process is to review any waiver requests submitted to the state in order to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information.

25. Q: How much time does EPA have to evaluate the waiver during the evaluation step?

A: At a minimum, EPA is required to provide 15 days for open public comment. There is no specific deadline or time limit for EPA to review waiver requests. Each waiver request will come with its own specific details and circumstances and may require a different amount of time for review and analysis. For example, public interest waivers in general may take longer to review than availability waivers which are typically more straightforward. However, EPA understands that construction may be delayed while waiting for a waiver and will make every effort to review and issue decisions on waiver requests in a timely manner.

PROJECT QUESTIONS**26. Q: What if a project is funded by another funding entity (i.e., United States Department of Agriculture – Rural Development) where AIS is not required and begins construction after January 17, 2014 but then applies to the SRF to refinance the project? Are they ineligible?**

A: The project is not ineligible. AIS requirements will apply to any construction that occurs after the assistance agreement is signed, through the end of construction. If construction is complete, there is no retroactive application of the AIS requirements.

- 27. Q: If the assistance recipient can demonstrate through market research that the AIS requirement will exceed the 25 percent cost threshold, is the entire project exempt from the AIS requirement?**

A: If the waiver application shows that the inclusion of American iron and steel products causes the entire cost of the project to increase by more the 25 percent, a waiver may be granted for the entirety of the project.

- 28. Q: Can the recipient use non-SRF funds to pay for the non-compliant item.**

A: No. It is not an acceptable to use non-SRF funds to pay for a non-compliant item. The Consolidated Appropriations Act of 2014 requires that all iron and steel products, no matter the source of funding, must be made in the U.S. if SRF funds are used in the project.

- 29. Q: What constitutes "satisfactory quality" as defined in the AIS guidance, in reference to the availability waiver process.**

A: "Satisfactory quality" means the product meets the project design specifications. A waiver may be granted if a recipient determines that the project plans and design would be compromised because there are no American made products available that meet the project design specifications.

- 30. Q: The guidance states that the AIS requirement applies to any project "funded in whole or in part" by an SRF. Where is this in the Act?**

A: The Act states that, "None of the funds made available by a ... [State SRF program] ... shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States." This sentence clearly states that no SRF program may use its funds for a project unless all of the iron and steel products used in the project are made in the U.S. This is true even if only \$1 of SRF funding is used in the project.

- 31. Q: There is always an expectation on the part of an assistance recipient that the construction phase of a planning and/or design only loan will be funded through the SRF. If the original planning and/or design only loan was executed prior to a January 17, 2014, does this mean the entire project will be exempt from the AIS requirement?**

A: If the original loan includes construction, and was executed prior to January 17, 2014, then the AIS provision does not apply to the project. If the original loan was only for planning and/or design, then a written commitment or documented "expectation" is needed to show exemption from the

requirements. Appearance on a priority list in an Intended Use Plan along with written reasonable assurance from the state that the recipient will receive SRF funding for project construction could provide sufficient evidence of "expectation of funding".

- 32. Q: What if there has been a change order or redesign requiring new plans and specifications to be approved and they were approved after January 17, 2014: does the project now have to comply with AIS?**

A: In most cases, no. Change orders are typically small enough changes that the original plan and specification date will still hold true. For example, if a pipe alignment has to be changed for a block or two due to unforeseen conditions, but new plans and specifications had to be submitted for this section of the project, then that could be considered a minor change. However, if there has been a major redesign, perhaps the whole project had to be redesigned starting from scratch, then the new plans and specification approval date would apply.

- 33. Q: What if the bids on a project with plans and specifications approved before January 17, 2014 but the loan is signed after January 17, 2014 come in low, and there is significant funding remaining in the loan agreement, so the community designs a second project with the remaining funds: does that project have to comply with the AIS requirements?**

A: If the second project is closely related in purpose, place and time to the first project, then the second project would be exempt from the AIS requirements. It is the assistance recipient's responsibility (with state oversight) to show that a project is closely related, or not, in purpose, place and time.

- 34. Q: What if the assistance agreement was signed after January 17, 2014, state approval of plans for the first phase of the project was in place prior to January 17, 2014, but state approval of the plans for the second phase of the project was received after January 17, 2014?**

A: In such a case, the AIS provision would not apply to the first phase of the project. If the second phase of the project is considered the same project as the first phase, due to its close relation in purpose, place and time, the entire project may be exempt. It is the assistance recipient's responsibility (with state oversight) to show that phases of a project is closely related, or not, in purpose, place and time.

- 35. Q: Do products purchased through procurement-only contracts have to be comply with AIS?**

A: Yes. For projects funded by SRF, the products procured under any form of contract must comply with AIS. A procurement-only contract generally involves the bulk purchase of common items (such as pipe, concrete, and/or pumps) of independent timing from a set of planned projects. If products which are purchased through a procurement-only contract are being installed under another contract, the procurement-only contract would probably not be considered a separate project in purpose, place and time; and therefore, would have to comply with the AIS requirements.

March 2015

American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

Q&A Part 3

For CWSRF and DWSRF: On January 17, 2014, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.

For CWSRF: On June 10, 2014, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.

For DWSRF: On December 16, 2014, the President signed Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.

CWSRF PROGRAM

1. **Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

A: Yes. The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

3/16/2015

CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	• Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
On or after 10/1/2014	6/10/2014	• Clean Water Act Section 608

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

2. Q: Does the AIS requirement apply to refinanced CWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-CWSRF source prior to June 10, 2014, but is refinanced through a CWSRF assistance agreement executed on or after October 1, 2014, AIS requirements will apply to all construction that occurs on or after June 10, 2014, through completion of construction, unless engineering plans and specifications were approved by the responsible state agency prior to June 10, 2014. For CWSRF projects funded on or after October 1, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to June 10, 2014.

DWSRF PROGRAM

3. Q: The Consolidated and Further Continuing Appropriations Act 2015 continues the AIS requirements for DWSRF funded assistance agreements. Does the Act include an exemption for plans and specifications approved prior to the enactment of the legislation, similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?

A: Yes. The Consolidated and Further Continuing Appropriations Act 2015 includes a similar exemption as the CAA 2014. For any assistance agreement signed on or after December 16, 2014 (the enactment of the Act), if the plans and specifications were approved prior to December 16, 2014, then the project is exempt from the AIS requirements. For assistance agreements signed prior to December 16, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014 AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of the exemption in Section 424(f).

3/16/2015

4. **Q: Do DWSRF assistance agreements signed during the time period between September 30, 2014, and December 16, 2014, still have to comply with the AIS requirements?**

A: Yes. The Continuing Appropriations Resolution 2015 was signed on September 19, 2014, which extended funding for the DWSRF with the same conditions that were made applicable by the language in the Fiscal Year 2014 appropriations, including the requirement for the use of American Iron and Steel products in projects receiving financial assistance from the DWSRF. Therefore, all assistance agreements starting October 1, 2014, through the enactment of the Consolidated and Further Continuing Appropriations Act 2015 (signed December 16, 2014), must include the AIS requirements. However, if the plans and specifications for any of these projects were approved prior to April 15, 2014 (the date the national waiver was signed), then the project is exempt from the AIS requirements.

The following table summarizes AIS exemptions based on the plans and specifications approval date for DWSRF funded projects.

DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	- Consolidated Appropriations Act 2014 - National waiver signed 4/15/2014*
10/1/2014 through 12/15/2014	4/15/2014	- Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)** - National waiver signed 4/15/2014*
12/16/2014 through 9/30/2015	12/16/2014	Consolidated and Further Continuing Appropriations Act 2015

* To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014

** Following the first continuing resolution, there were two additional CRs to fill the gap between 12/11/2014 and 12/16/2014

5. **Q: Does the AIS requirement apply to refinanced DWSRF projects?**

A: Yes, in some cases. If a project began construction, financed from a non-DWSRF source prior to December 16, 2014, but is refinanced through a DWSRF assistance agreement executed on or after December 16, 2014, AIS requirements will apply to all construction that occurs on or after December 16, 2014, through completion of construction, unless engineering plans and

3/16/2015

specifications were approved by the responsible state agency prior to December 16, 2014. For DWSRF projects funded on or after December 16, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to December 16, 2014.

BOTH CWSRF AND DWSRF PROGRAMS

6. **Q: If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, would the product be compliant under the AIS requirements?**

A: Yes. The product would still be considered a compliant product under AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

The exemption above only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency ... finds that- (1) applying subsection (a) would be inconsistent with the public interest" 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

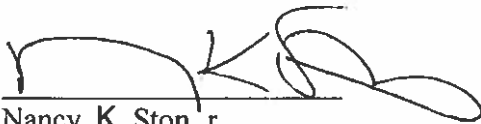
Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

A?R t5 2014

Issued on: _____

Approved by: _____


Nancy K. Stoner
Acting Assistant Administrator

Use of American Iron and Steel - De Minimis Final Utilization and Certification Form

The Consolidated Appropriations Act of 2014 (P.L. 113-76) Section 436 requires the use of American & Steel in SRF-funded projects. Under the authority of Section 436(b)(1), the EPA has issued a public interest waiver for De Minimis incidental components. The assistance recipient wishing to use this waiver should consult with their contractor(s) to maintain an itemized list of components covered under De Minimis. At the conclusion of the project, this form must be completed and retained in the assistance recipient's project files and a copy provided to DEFA. Please print clearly or type.

Project Name: _____ Loan Agrmt #: _____

NOTE: The De Minimis waiver is only applicable to the cost of materials for the entire project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials". The cost of a material must include delivery to the site and any applicable tax. Must have sufficient documentation to support all costs included in this calculation.

Funds used for de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

Total Cost of Materials: 5% Limit: 1% limit:

[illegible]

Use additional sheets as necessary

Total De Minimis Cost of Components:

**If approaching the
5% or 1% limits,
contact DEFA
immediately**

* Documentation must demonstrate confirmation of the components' actual costs (invoice, etc.).

Completed by:

name: _____

Title: _____

Signature: _____

Date: _____

SECTION 8
PREVAILING WAGE RATES



Davis-Bacon Wage Rate Requirements

(required contract provision)

Background and Applicability

On October 30, 2009, P.L. 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2010, while adding new requirements to these already existing programs. One new requirement requires the application of Davis-Bacon Act requirements.

Application of the Davis-Bacon Act requirements extend not only to assistance agreements funded with Fiscal Year 2010 appropriations, but to all assistance agreements executed on or after October 30, 2009, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to October 30, 2009 but is financed or refinanced through an assistance agreement executed on or after October 30, 2009, Davis-Bacon Act requirements will apply to all construction that occurs on or after October 30, 2009, through completion of construction.

Ohio EPA Responsibilities

With respect to the Water Pollution Control Loan Fund (WPCLF) and Water Supply Revolving Loan Account (WSRLA) revolving funds, EPA provides capitalization grants to each State which in turn provides funding assistance to eligible recipients within the State. Typically, the assistance recipients are municipal or other local governmental entities that manage the funds. Occasionally, the assistance recipients may be a private for profit or not for profit entity. Although EPA and the State are responsible for ensuring assistance recipients incorporate the wage rate requirements set forth herein as part of contracts for WPCLF and WSRLA funding, the assistance recipient has the primary responsibility to maintain payroll records and for compliance with Davis-Bacon Act requirements as described below.

Municipal Or Other Local Governmental Entities Recipient's Responsibilities

The following is intended to help assistance recipients understand and meet their obligations related to Davis-Bacon (DB). Each assistance recipients should, however, review the contract/subcontract requirements that are set forth later in this document for a more full understanding of DB obligations.

Prior to advertising for bids:

- > Obtain the wage determination for the locality in which a covered activity subject to DB will take place from the Department of Labor (DOL) at www.wdol.gov.
- > Incorporate these wage determinations into the request for bids.
- > Include the required contract provisions (see below) into the contract documents.
- > Require prime contracts to include provisions that subcontractors follow the wage determination incorporated into the prime contract.

During the advertisement period:

- > Monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the request for bids remains current.
- > If DOL modifies the DB wage determination more than 10 days prior to the bid opening, issue an addendum reflecting the modification.
- > If DOL modifies or supersedes the DB wage determination less than 10 days prior to bid opening and you cannot issue an addendum for the change, you must request a finding from Ohio EPA that there is not reasonable time to notify interested contractors of the modification of the wage determination. The Ohio EPA will give you a report of its findings.

After opening bids:

- > If the contract(s) aren't awarded within 90 days of the bid opening you must monitor www.wdol.gov on a weekly basis to ensure that wage determinations used in the bids remain current.
- > If the contract(s) aren't awarded within 90 days of the bid opening, any modifications or supersedes that DOL makes to the wage determination must be incorporated into the contract unless (1) you request an extension from Ohio EPA AND (2) Ohio EPA obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv).

After contracts are signed and during construction:

- > Review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- > DOL may issue a revised wage determination applicable to one or all of your contracts after the award of the contract or execution of the change order which incorporated DB requirements into the contract if DOL determines that you have failed to incorporate a wage determination or have used a wage determination that clearly does not apply to the contract. If this occurs, you shall either terminate the contract or change order and rebid the contract OR incorporate DOL's wage determination retroactive to the beginning of the contract by change order. The contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- > Periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. You must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- > Establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, you must:
 - conduct all interviews in confidence.
 - conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract.
 - conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB.
 - immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements.
- > Periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. You must:
 - establish and follow a spot check schedule based on your assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.
 - spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract at a minimum.
 - conduct more frequent spot checks if the initial spot check or other information indicates that there

is a risk that the contractor or subcontractor is not complying with DB.

- during the examinations, verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

> Periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews.

> Immediately report potential violations of the DB prevailing wage requirements to Andrew Lausted at EPA Region V at 312-886-0189 and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

If contracts have already been signed and DB requirements need to be incorporated:

> If contracts have already been signed prior to WPCLF/WSRLA funding being provided, you must issue a change order, task order, work assignment or similar legally binding instrument and incorporate the appropriate DOL wage determination from www.wdol.gov as well as the required contract provisions into the contract(s).

> Initiate the contractor and subcontractor review and wage interview requirements as described above and provided in the **Contract And Subcontract Provisions**.

**Private For Profit Or Not For Profit (Non-Governmental) Entities
Recipient's Responsibilities**

The requirements, responsibilities and contract provisions for Private For Profit or Not For Profit Entities (Non-Governmental Entities) is exactly the same as for Municipal Or Other Local Governmental Entities EXCEPT for the following:

Prior to advertising for bids:

- > Obtain the proposed wage determinations for specific localities from www.wdol.gov.
- > Submit the wage determination to Ohio EPA for approval prior to inserting the wage determination into the solicitation unless subsequently directed otherwise by Ohio EPA.

Contract And Subcontract Provisions For Contracts In Excess Of \$2,000

The following language must be included in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part with WPCLF or WSRLA funds and which is subject to the labor standards provisions of any of the acts listed in §5.1:

NOTE: Modify the first sentence to include the name of the WPCLF/WSRLA funding recipient prior to including these provisions in the contract documents.

Wage Rate Requirements

As used in these provisions "subrecipient" means _____ (fill in WPCLF/WSRLA funding recipient name here).

(a) The following applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public

work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.

(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 paragraph (a)(1)(iv) of this section; 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 § 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 paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) 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.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, 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. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore 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; and

(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 and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department

of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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 asset for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the 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, the (Agency) 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.

(3) Payrolls and basic records.

(i) 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, 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.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. Instead the payrolls shall 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 <http://www.dol.gov/esa/whd/forms/wh347instr.htm> 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 the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section 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 the subrecipient(s).

(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 § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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.

(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 paragraph (a)(3)(ii)(B) of this section.

(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 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the 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, the Federal agency or State 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, fringes 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 classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, 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 29 CFR 5.5.

(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 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 subrecipient(s), State, EPA, 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).

(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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision For Contracts In Excess Of \$100,000 And Subject To The Overtime Provisions Of The Contract Work Hours And Safety Standards Act

The following language must be included in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are to be included in addition to the provisions for contracts in excess of \$2,000. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(b) Contract Work Hours and Safety Standards Act. The following applies to any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, 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 he or she is employed on such work to work in excess of forty 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 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) 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 (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 paragraph (a)(1) 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 hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall 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 contractor, 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 paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section 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 paragraphs (b)(1) through (4) of this section.

Contract Provision For Contracts In Excess Of \$100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act

In addition to the provisions for contracts in excess of \$2,000, for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, you must insert clauses requiring:

(c) The following applies to any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

The records shall be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Ohio EPA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

10-DAY FEDERAL PREVAILING WAGE RATE VERIFICATION

Date: 08/08/23 8/14/23 8/15/23 8/18/23

Project No.: 220876

Project Name: Water Tanks Improvements Project

Bid Opening Date: 08/18/23

Community Name: Ashtabula County Board of Commissioners

Wage Decision Included in Bid Package: OH20230001

Wage Classification (Heavy/Highway or Building): Heavy/Highway

Modification Number: 4

Publication Date: 06/30/2023

Has There Been An Update To This Decision? X Yes No

If Yes, General Decision Number: OH20230001

Modification Number: 6

Publication Date: 08/04/2023

Issued via Addendum 01 dated 08/15/23

Signature: Michael E. Pittenger

Printed Name: Michael E. Pittenger

Organization: CT Consultants, Inc.

Address: 8150 Sterling Court, Mentor, OH 44060

Telephone Number: 440-951-9000



"General Decision Number: OH20230001 09/01/2023

Superseded General Decision Number: OH20220001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023
2	03/03/2023

3	04/14/2023
4	06/30/2023
5	07/14/2023
6	08/04/2023
7	09/01/2023

BROH0001-001 06/01/2022

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0001-004 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

BROH0003-002 06/01/2022

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2022

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

Rates	Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0007-002 06/01/2022

LAWRENCE

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0007-005 06/01/2022

PORTAGE & SUMMIT

Rates Fringes

BRICKLAYER.....\$ 31.40 18.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

Rates Fringes

MASON - STONE.....\$ 28.65 14.55

BROH0008-001 06/01/2022

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,
Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

Rates Fringes

BRICKLAYER.....\$ 31.40 18.55

BROH0009-002 06/01/2022

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

Refractory.....\$ 31.45 19.01

BROH0010-002 06/01/2022

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

BROH0014-002 06/01/2022

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,
Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0016-002 06/01/2022

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0018-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0022-004 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0032-001 06/01/2022

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0035-002 06/01/2022

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0039-002 06/01/2022

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0040-003 06/01/2022

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

	Rates	Fringes

Bricklayer, Stonemason.....\$ 32.49 23.43

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2022

	Rates	Fringes

Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 31.40	18.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes

Bricklayer, Stonemason.....	\$ 30.40	17.66

BROH0046-002 06/01/2022

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes

Bricklayer, Stonemason.....	\$ 31.40	18.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2022

ATHENS COUNTY

	Rates	Fringes

Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0052-003 06/01/2022

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock,

Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0055-003 06/01/2022

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98

CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

CARP0200-002 05/01/2021ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.28	20.08
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 30.28	20.08

CARP0248-005 07/01/2008

LUCAS & WOOD

Rates Fringes

CARPENTER.....\$ 27.27 14.58

CARP0248-008 07/01/2008

Rates Fringes

CARPENTER

DEFIANCE, FULTON, HANCOCK,
HENRY, PAULDING & WILLIAMS
COUNTIES.....

\$ 23.71 13.28

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

Rates Fringes

CARPENTER.....\$ 32.40 16.97

CARP0372-002 05/01/2016

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

Rates Fringes

CARPENTER.....\$ 24.54 18.21

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

Rates Fringes

CARPENTER.....\$ 30.42 16.99

CARP0735-002 05/01/2019

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

Rates Fringes

CARPENTER.....\$ 26.30 17.91

CARP1311-001 05/01/2017

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

Rates Fringes

Carpenter & Piledrivermen.....\$ 29.34 15.95

Diver.....\$ 40.58 9.69

CARP1393-002 07/01/2008

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

Rates Fringes

Piledrivermen & Diver's Tender...\$ 27.30 16.05

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

Rates	Fringes

Piledrivermen & Diver's Tender...\$ 25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

Rates	Fringes

Diver, Wet.....\$ 48.11	17.33
Piledrivermen; Diver, Dry.....\$ 32.07	17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

Rates	Fringes

Diver, Wet.....\$ 45.80	18.84
Piledrivermen; Diver, Dry.....\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

Rates	Fringes

Diver, Wet.....\$ 38.34	16.95
Piledrivermen; Diver, Dry.....\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

Rates	Fringes

Diver, Wet.....\$ 37.34	16.07
Piledrivermen; Diver, Dry.....\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

Rates	Fringes

Diver, Wet.....\$ 40.65	17.62
Piledrivermen; Diver, Dry.....\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-002 05/23/2022DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 44.79	4.5%+21.61

ELEC0032-003 12/05/2022ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.67	21.48

* ELEC0038-002 04/24/2023CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 43.13	23.31

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

* ELEC0038-008 04/24/2023CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 29.80	13.80

Installer Technician.....\$ 28.55

13.76

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

ELEC0064-003 11/28/2022

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
 MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

Rates

Fringes

ELECTRICIAN.....\$ 36.10

18.91

ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

Rates

Fringes

Line Construction

Equipment Operators.....\$ 33.62	13.40
Groundmen.....\$ 24.17	11.32
Linemen & Cable Splicers....\$ 38.27	14.42

ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

Rates

Fringes

Line Construction

Equipment Operator.....\$ 33.62	13.40
Groundman.....\$ 24.17	11.32
Lineman & Cable Splicers....\$ 38.27	14.42

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

Rates

Fringes

LINE CONSTRUCTION: Equipment
 Operator
 DOT/Traffic Signal &

Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman DOT/Traffic Signal & Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION: Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects...	\$ 36.13	15.03
Municipal Power/Transit Projects.....	\$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE, STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

 ELEC0082-002 12/05/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
 (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

* ELEC0082-006 11/28/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
 (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89

ELEC0129-003 02/27/2023

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
 Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0129-004 02/27/2023

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
 Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
 Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/06/2022

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	21.15

ELEC0245-001 08/29/2022ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of
the workday prior to Christmas or New Year's Day-----
ELEC0245-003 08/29/2022DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Heli-arc Welding.....	\$ 40.76	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%
Traffic Signal & Lighting		
Technician.....	\$ 39.80	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial
Day; Independence Day; Labor Day; Thanksgiving Day; &
Christmas Day. Employees who work on a holiday shall be
paid at a rate of double their applicable classified
straight-time rates for the work performed on such holiday.-----
ELEC0245-004 08/29/2022

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial
Day; Independence Day; Labor Day; Thanksgiving Day; &
Christmas Day. Employees who work on a holiday shall be

paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/31/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	84%+36.47

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/28/2018

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.54	5%+18.06

ELEC0317-002 05/30/2022

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.85	28.25

ELEC0540-005 12/26/2022

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.28	27.04

ELEC0573-003 11/28/2022

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.70	20.94

ELEC0575-001 11/21/2022

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes

ELECTRICIAN.....	\$ 36.00	21.14

ELEC0648-001 08/29/2022

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes

CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 33.00	21.44

ELEC0673-004 01/01/2023

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes

CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 35.15	23.41

ELEC0683-002 05/30/2022

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes

CABLE SPLICER.....	\$ 37.50	23.15
ELECTRICIAN.....	\$ 36.50	23.15

ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes

ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2021

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.35	27.81
ELECTRICIAN.....	\$ 34.30	27.62

ELEC1105-001 05/29/2023

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.45	24.22

ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work;

Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN,
 BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,
 COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,
 FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON,
 HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES,
 HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,
 LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,
 MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING,
 PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS,
 SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN
 WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and
 YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail

Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Insert/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC		

WASTE PROJECTS	
GROUP 4 - A & B.....\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC	
WASTE PROJECTS	
GROUP 5 - A & B.....\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE	
PROJECTS	
GROUP 1 - C & D.....\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE	
PROJECTS	
GROUP 2 - C & D.....\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE	
PROJECTS	
GROUP 3 - C & D.....\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE	
PROJECTS	
GROUP 4 - C & D.....\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE	
PROJECTS	
GROUP 5 - C & D.....\$ 25.03	19.66
ALL OTHER WORK	
GROUP 1.....\$ 32.69	19.66
ALL OTHER WORK	
GROUP 2.....\$ 32.42	19.66
ALL OTHER WORK	
GROUP 3.....\$ 28.87	19.66
ALL OTHER WORK	
GROUP 4.....\$ 25.58	19.66
ALL OTHER WORK	
GROUP 5.....\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type

(Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2023

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEauga, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes

IRONWORKER

Ornamental, Reinforcing, & Structural.....	\$ 35.83	28.01

IRON0017-010 05/01/2023

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing.....	\$ 35.83	28.01

IRON0044-001 06/01/2022

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2023

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	23.30
Ornamental; Structural.....	\$ 32.37	23.30

IRON0055-003 07/01/2023

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 25.40	23.87

Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under		
Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 34.25	28.20

IRON0147-002 06/01/2023

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.00	25.59

IRON0172-002 06/01/2023

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.07	22.55

IRON0207-004 06/01/2023

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 34.00	27.16
Ornamental; Reinforcing;		
Structural.....	\$ 33.00	27.16
Ornamental; Reinforcing.....	\$ 28.92	25.61

IRON0290-002 06/01/2023

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to

Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.69	24.05

IRON0549-003 12/01/2022		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2023		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 33.00	22.27

IRON0769-004 06/01/2023		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 36.16	28.34

IRON0787-003 06/01/2023		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.30	23.95

LAB00265-008 05/01/2023		

	Rates	Fringes
LABORER		

ASHTABULA, ERIE, HURON,
LORAIN, LUCAS, MAHONING,
MEDINA, OTTAWA, PORTAGE,
SANDUSKY, STARK, SUMMIT,
TRUMBULL & WOOD COUNTIES

GROUP 1.....\$ 35.05	13.70
GROUP 2.....\$ 35.22	13.70
GROUP 3.....\$ 35.55	13.70
GROUP 4.....\$ 36.00	13.70

CUYAHOGA AND GEAUGA
COUNTIES ONLY: SEWAGE
PLANTS, WASTE PLANTS,
WATER TREATMENT

FACILITIES, PUMPING

STATIONS, & ETHANOL PLANTS

CONSTRUCTION.....\$ 37.66	13.70

CUYAHOGA, GEAUGA & LAKE
COUNTIES

GROUP 1.....\$ 36.28	13.70
GROUP 2.....\$ 36.45	13.70
GROUP 3.....\$ 36.78	13.70
GROUP 4.....\$ 37.23	13.70

REMAINING COUNTIES OF OHIO

GROUP 1.....\$ 34.62	13.70
GROUP 2.....\$ 34.79	13.70
GROUP 3.....\$ 35.12	13.70
GROUP 4.....\$ 35.57	13.70

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the
East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; &
RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges
& Open Structural Steel; Tanks - Water Towers; Bridge
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2021

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 28.74	18.77
GROUP 2.....	\$ 28.74	18.77
GROUP 3.....	\$ 28.74	18.77
GROUP 4.....	\$ 28.74	18.77
GROUP 5.....	\$ 28.74	18.77

GROUP 6.....	\$ 28.74	18.77
GROUP 7.....	\$ 28.74	18.77
GROUP 8.....	\$ 28.74	18.77
GROUP 9.....	\$ 28.74	18.77

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes

PAINTER

GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....\$ 21.95		10.20
Bridges when highest point of clearance is 60 feet or more; & Lead		
Abatement Projects.....\$ 26.30		10.20
Brush & Roller.....\$ 25.30		10.20
Sandblasting & Hopper Tender; Water Blasting.....\$ 26.05		10.20
Spray.....\$ 25.80		10.20

PAIN0093-001 12/01/2022

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 34.81		
Power Generating Facilities.\$ 31.66		22.47

PAIN0249-002 05/01/2023

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....\$ 26.23		12.56
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 26.23		12.56
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 26.98		12.56
GROUP 4 - Steeplejack Work..\$ 27.18		12.56
GROUP 5 - Coal Tar.....\$ 27.73		12.56
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 34.94		12.56
GROUP 7 - Tanks, Stacks & Towers.....\$ 29.87		12.56
GROUP 8 - Bridge Blaster, Rigger.....\$ 37.94		12.56

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders		

and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters;		
and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam		
Cleaning; Waterblasting;		
and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing		
Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

Rates	Fringes

PAINTER

Bridges, Locks, Dams,		
Tension Towers & Energized		
Substations.....	\$ 34.44	18.19
Power Generating Facilities.	\$ 32.29	18.19

PAIN0476-001 06/01/2023

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates	Fringes

PAINTER

GROUP 1.....	\$ 27.49	17.06
GROUP 2.....	\$ 34.12	17.06
GROUP 3.....	\$ 27.70	17.06
GROUP 4.....	\$ 27.99	17.06
GROUP 5.....	\$ 28.14	17.06
GROUP 6.....	\$ 28.39	17.06
GROUP 7.....	\$ 29.49	17.06

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

Rates	Fringes

PAINTER

GROUP 1.....	\$ 31.95	17.05

GROUP 2.....	\$ 33.47	17.05
GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2022

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.08	16.72
Structural Steel.....	\$ 26.68	16.72

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$1.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy

that is deemed hazardous, lead abatement, or for work on material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams &		
Tension Towers.....	\$ 27.83	10.00

* PAIN0841-001 06/01/2023

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 30.18	15.50
GROUP 2.....	\$ 30.83	15.50
GROUP 3.....	\$ 30.93	15.50
GROUP 4.....	\$ 31.03	15.50
GROUP 5.....	\$ 31.43	15.50
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 31.68	15.50

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from
Scaffolds, Bridge Work and/or Open Structural Steel,
Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or
Galvanized, Bridges, Tunnels & Related Support Items
(concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles &		
Stacks; Sandblasting		

Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

PAIN1020-002 07/01/2023ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.64	15.56
Drywall Finishing & Taping..	\$ 27.39	15.56
Lead Abatement.....	\$ 28.39	15.56
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.39	15.56
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.89	15.56
Wallcoverings.....	\$ 27.39	15.56

All surfaces 40 ft. or over where material is applied to or
labor performed on, above ground level (exterior), floor
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2023DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 35.57	14.25
Brush; Roller.....	\$ 29.96	14.25
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 30.66	14.25
Spray.....	\$ 30.46	14.25
Stacks; Tanks; & Towers.....	\$ 32.77	14.25
Structural Steel & Swing Stage.....	\$ 28.81	14.25

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

Rates	Fringes

PLASTERER.....\$ 28.21 17.11

PLAS0132-002 07/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

Rates Fringes

PLASTERER.....\$ 28.40 16.24

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

Rates Fringes

PLASTERER.....\$ 28.21 17.11

PLAS0886-001 05/01/2018

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0886-003 05/01/2018

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0886-004 05/01/2018

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLUM0042-002 07/01/2023		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.62	25.47

PLUM0050-002 07/04/2022		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 44.60	28.51

PLUM0055-003 05/01/2022		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 40.00	28.43

PLUM0083-001 07/01/2017		

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51

PLUM0094-002 05/01/2023		

CARROLL (Northern Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.03	23.09

PLUM0120-002 05/01/2023		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of
#303)

	Rates	Fringes
PIPEFITTER.....	\$ 45.62	27.30

PLUM0162-002 06/01/2022		

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

	Rates	Fringes

Plumber, Pipefitter, Steamfitter.....	\$ 36.47	26.80

PLUM0168-002 06/01/2023

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

	Rates	Fringes

PLUMBER/PIPEFITTER.....	\$ 38.95	34.97

PLUM0189-002 06/01/2022

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes

Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94

PLUM0219-002 06/01/2022

MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the county
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of
Medina County - All territory south of this line), PORTAGE, and
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes

Plumber and Steamfitter.....	\$ 41.22	26.64

PLUM0392-002 06/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes

PLUMBER/PIPEFITTER.....	\$ 38.62	25.83

PLUM0396-001 06/01/2023

COLUMBIANA (Excluding Washington & Yellow Creek Townships &
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING and TRUMBULL COUNTIES

	Rates	Fringes

PLUMBER/PIPEFITTER.....	\$ 37.10	28.51

PLUM0495-002 06/01/2023

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.82	35.40

PLUM0577-002 06/01/2023

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.98	26.48

PLUM0776-002 07/01/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.07	28.95

TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.49	16.40
GROUP 2.....	\$ 31.91	16.40

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/01/2023

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes

TRUCK DRIVER

GROUP 1.....	\$ 31.00	18.95
GROUP 2.....	\$ 32.50	18.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

