

**RESOLUTION ORDERING PUBLICATION AND BIDS FOR WATER DISTRIBUTION SYSTEM REPAIRS, GENERAL CONTRACT, ACDES**

WHEREAS, Douglas Starkey, Director of the Ashtabula County Department of Environmental Services, has submitted a request to this Board to solicit bids for the Water Distribution System Repairs – General Contract; and

WHEREAS, The successful bidder will be responsible for emergency repairs to the distribution system 24-hours per day, 365 days per year and repairs to the distribution system which are not an emergency and can be scheduled; and

WHEREAS, Bids are to be submitted in the required format to the Board of Ashtabula County Commissioners, 25 W. Jefferson St., Jefferson, Ohio, 44047-1092, Attn: Lisa Hawkins, by 2:00 p.m. on December 15, 2021; and

WHEREAS, Because the above request will be in excess of \$50,000.00, it is necessary to advertise for proposals as required by section 307.86 Ohio Revised Code; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bids for the Water Distribution System Repairs – General Contract will be received until 2:00 pm on December 15, 2021 in accordance with specifications now on file in this office, and the Clerk of the Board is hereby ordered to advertise in a newspaper of general circulation, via the internet at the Ashtabula County website, “[www.ashtabulacounty.us](http://www.ashtabulacounty.us)” and to post notice of said bid on the bulletin board as required by law.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2021-45SEWA**

**November 30, 2021**

**ORDERING PUBLICATION AND BIDS FOR WATER DISTRIBUTION SYSTEM  
REPAIRS, GENERAL CONTRACT, ACDES**

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

**VOTE:**

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

**Aye  
Aye  
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.

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*Crystal Sturgill*  
Crystal Sturgill, Clerk of the Board *Acting*  
Board of County Commissioners  
Ashtabula County, Ohio

## 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 his bid prior to the opening of bids, he shall state his purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to him unread.
- 1.9 After the opening of bids, no Bidder may withdraw his bid for a period of 60 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. Familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work.

- C. Familiarize himself 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 The submission of a bid will constitute an incontrovertible representation by the Bidder that he has 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 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 Payments will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the scheduled quantities of work to be done and materials to be furnished may be increased or diminished by any amount without in any way invalidating the bid unit prices.

### PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide information relating to similar projects completed within the past 5 years and shall include a list of projects currently under construction including status and contact person. Bidders experience shall demonstrate capabilities to undertake this type of project. This shall include experience on projects with public (County, City, Village, Township, etc.) owners.
- 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 Bidder shall include with his bid 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.

### PART 5 SUBCONTRACTORS

- 5.1 No subcontractors shall be allowed as part of the work included in the bid documents except for asphalt repairs, concrete repairs, or landscaping. The Bidder shall perform all other work with his own forces.

- 5.2 The Bidder shall state on the appropriate bid form the names of all Subcontractors 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.
- 5.3 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 his bid without sacrificing his 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.
- 5.4 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.

## PART 6 BID REVIEW BY OWNER

- 6.1 The Owner reserves the right to reject any and all bids, to waive any and all informalities, 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. Prices shall be separately written for "Unit Price," and "Item Total" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying his total bid, the "Unit Price" figure shall govern in determining the correct "Item Total " and the correct "Total Bid". Each bidder must bid on all Items in all Parts contained in the Bidding Forms. All bids not in conformity with this notice may be considered informal and may be rejected.
- 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 In evaluating bids, the Owner may consider:
- A. The qualifications and experience of the Bidder including experience with similar repair contracts.
  - B. Bidder's demonstration of adequate level of equipment and manpower to perform work at all times, including peak construction season and winter; weekends and holidays; and evenings and night time hours. The bidder shall submit a complete list of all equipment owned, leased, rented by

long term agreement, and/or available to the bidder with designation of ownership, lease, rent (long term) or other availability indicated for each piece of equipment. The bidder shall submit a complete list of all employees with job titles and resume's for all Foremen and Work Zone Traffic Supervisors.

- C. Proximity of equipment and manpower to the distribution system and response times to mobilize manpower and equipment to repair sites.
  - D. Financial ability and soundness of the Bidder and proposed subcontractors.
  - E. Completeness of all bid forms and bid requirements.
  - F. Alternates and unit prices requested in the Bid Forms.
  - G. Unit prices that are or appear to be unbalanced.
  - H. Previous contractual experience with the Owner.
  - I. Whether or not the bid package is responsive (complies with the prescribed requirements).
  - J. Any other matter allowed by law or local ordinance or resolution.
- 6.4 Owner may conduct further investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 6.5 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 6.6 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 The quantities of the work itemized in the bid are approximate only and are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work. Since the work is to be performed as needed and as directed by the Owner, the total contract amount for the annual contract can not be determined at time of bid. The Contractor will be paid monthly for the work directed to be performed. Therefore, a Base Contract Amount of \$50,000 has

been established. Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the Base Contract Amount of \$50,000, an irrevocable letter of credit in the amount of 10% of the Base Contract Amount of \$50,000 or an original bond in the amount of 100% of the Base Contract Amount of \$50,000 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 Base Contract Amount of \$50,000.

If bid security is made by bond, the Bidder and his Surety shall sign the Supplemental Bond Acknowledgement form and submit with his 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 his 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 Base Contract Amount of \$50,000, 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 his 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 Base Contract Amount of \$50,000, 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. "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571 as described in Part 7.
  - B. Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Base Contract Amount of \$50,000.
- 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 substantial completion of each work site completed throughout the contract period.
- 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 date the Owner signs and executes the Contract shall be the effective date of the Agreement. By mutual consent of both the Owner and Contractor the contract may be extended in one year intervals four times for a total contract time of five years.
- 9.3 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.

#### PART 11 NON-COLLUSION AFFIDAVIT

- 11.1 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.
- 11.2 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>.

#### PART 15 TERMINATION

- 15.1 Owner may terminate, for cause, for failure to respond in a timely manner; continued disagreement regarding manpower and equipment necessary to effect repairs in a timely and efficient manner; or inefficient utilization of manpower or equipment.
- 15.2 Owner may terminate, at will, with 120 days written notice to the contractor.

END OF SECTION

The Bidder hereby acknowledges that he has reviewed the following addenda:

Addendum No. \_\_\_\_\_

Date: \_\_\_\_\_

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 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,

_____	_____	_____
Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
_____	_____	_____
Street Address	Officer's Signature	Fax Number
_____	_____	_____
City, State, Zip Code	Date	E-Mail Address

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

**START TIMES AND COMPLETION DATES & LIQUIDATED DAMAGES:**

**HOURLY REPAIRS - EMERGENCY REPAIR CALL OUTS:** The contractor shall be on site within two hours of being notified by the Owner, unless otherwise agreed to by the Owner. Liquidated Damages: \$200 per hour

**UNIT PRICE ITEMS – SCHEDULED WATERLINE WORK ITEMS:** The contractor shall be on site within seven calendar days of being notified by the Owner, unless otherwise agreed to by the Owner. Liquidated Damages: \$200 per day

**UNIT PRICE ITEMS – RESTORATION:** The contractor shall complete the restoration work within the timeframes detailed in the Prices to Include. Liquidated Damages: \$200 per day

BF.12

**PROPOSAL TO ASHTABULA COUNTY COMMISSIONERS FOR WATER SYSTEM REPAIRS**

**WATER DISTRIBUTION SYSTEM REPAIRS - GENERAL CONTRACT - 2022**

**BASE BID - HOURLY REPAIRS - EMERGENCY REPAIR CALL OUTS**

REF. NO.	DESCRIPTION	ESTIMATED QUANTITY	MEASURE UNIT	UNIT PRICE	ITEM TOTAL
<i>Labor:</i>					
R1	Foreman	<u>80</u>	Hour	_____	_____
R2	Operator	<u>80</u>	Hour	_____	_____
R3	Laborer	<u>80</u>	Hour	_____	_____
R4	Truck Driver	<u>80</u>	Hour	_____	_____
R5	Mechanic	<u>10</u>	Hour	_____	_____
R6	Work Zone Traffic Supervisor	<u>10</u>	Hour	_____	_____
<i>Basic Equipment:</i>					
R7	Forman's Transportation	<u>80</u>	Hour	_____	_____
R8	Utility Truck with Appropriate Tools	<u>80</u>	Hour	_____	_____
R9	Rubber Tired Backhoe or Mini Excavator Including Dump Truck, Trailer and Attachments	<u>80</u>	Hour	_____	_____
<i>Additional Equipment, if required</i>					
R10	1 Ton Dump Truck	<u>10</u>	Hour	_____	_____
R11	Large Single Axle Dump Truck	<u>10</u>	Hour	_____	_____
R12	Tri-Axle/Tandem Dump Truck	<u>10</u>	Hour	_____	_____
R13	Mini Excavator with Trailer	<u>10</u>	Hour	_____	_____
R14	Track Hoe Including Tractor & Trailer	<u>10</u>	Hour	_____	_____
R15	Pick Up Truck	<u>10</u>	Hour	_____	_____
R16	Portable Trailer Mounted Arrow Board	<u>10</u>	Hour	_____	_____
R17	Portable Crash Attenuator	<u>10</u>	Hour	_____	_____
R18	Portable Trailer Mounted Traffic Signals - Pair	<u>10</u>	Hour	_____	_____
	Bond - ORC 153.54; \$50,000.00	<u>1</u>	Each	_____	_____
			Informal Total Base Bid:	_____	_____

TO: REPROGRAPHICS

TITLE: Water Distribution System Repairs General Contract – 2022 to 2027  
PROJECT NO.: 21 0 001 02  
CLIENT: County of Ashtabula  
ENGINEER: Shawn Aiken/ Brian Rogers  
DATE: November \_\_, 2021

8 - Estimated number of spec books to be printed

No - Are there 22 x 34 plans? \_\_\_\_\_ - Number of plan pages

No - Are there 11 x 17 plans? \_\_\_\_\_ - Number of plan pages

**DISTRIBUTE BID SETS AS FOLLOWS:**

**IN HOUSE COPIES**

**OWNER/FUNDING AGENCY(S)/PERMIT COPIES**

- 1) Doug Starkey, Director, Ashtabula County Environmental Services Department

**NOTES:** UPS Owner copies.

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**No plot files for this project.  
No drawings to scan for this project.**

H:\2021\21000102\SPEC\Emerg Repair Contract - 2021\Front End & TOC.Doc

**BID SET**

**Water Distribution Systems Repairs  
General Contract  
2021**

**Ashtabula County Commissioners**

**November 2021**

21000102



## **COUNTY OF ASHTABULA OFFICIALS**

### **COMMISSIONERS**

Kathryn L. Whittington, President

J.P. Ducro, IV

Casey R. Kozlowski

### **ADMINISTRATION**

Doug Starkey, Director of Department of Environmental Services

## **ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS**

Sealed proposals will be received at the office of the Ashtabula County Commissioners, Old Courthouse, 2<sup>nd</sup> Floor, 25 W. Jefferson Street, Jefferson, OH 44047 until 2:00 P.M. on December \_\_\_\_, 2021 and will be opened and read immediately thereafter for the

### **WATER DISTRIBUTION SYSTEM REPAIRS - GENERAL CONTRACT - 2022 ONE YEAR CONTRACT WITH OPTIONS FOR CONTRACT EXTENSIONS**

The successful bidder will be responsible for; (1) emergency repairs to the distribution system 24-hours per day, 365 days per year; and (2) repairs to the distribution system which are not an emergency and can be scheduled. The contract will be for one year, renewable for up to a total of 6 years.

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 Seventy Five Dollars (\$75.00). Documents may be ordered by registering and paying online at <https://bids.ctconsultants.com> . Please contact [planroom@ctconsultants.com](mailto:planroom@ctconsultants.com) or call (440) 530-2395 if you encounter any problems viewing, registering or paying for the documents.

Prevailing wages as established and updated by the Department of Industrial Relations of the State of Ohio shall apply on this project.

The Bid Notice may be obtained via the internet at [www.ashtabulacounty.us](http://www.ashtabulacounty.us) by clicking on "Bid Opportunities" on the left of the screen.

Publish: *Star Beacon*  
November \_\_\_\_, 2021  
& the Ashtabula County website

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**DIVISION 1 – SITE WORK**

02615CT WATERLINE CONSTRUCTION

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