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**PROJECT**

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**COUNTY COMMISSIONERS**

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**COMPETITIVE SEALED BID DOCUMENTS PREPARED BY:**

HOCKING ATHENS PERRY COMMUNITY ACTION AGENCY

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Glouster, Ohio 45732

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# **NOTICE TO CONTRACTORS**

## **SECTION A**

**NOTICE TO CONTRACTORS**

Sealed proposals for the \_\_\_\_\_ project will be received at the office of the \_\_\_\_\_ **County Commissioners,** \_\_\_\_\_ until \_\_\_\_\_ plans, specifications and bid forms may be secured by contacting the Community Development Division at the office of Hocking Athens Perry Community Action, 3 Cardaras Dr., Glouster, OH 45732, (740)-767-4500, for a non-refundable fee of \$20.00. Plans, specifications, and bid forms may also be downloaded from [www.hapcap.org](http://www.hapcap.org) at no charge.

Each bid must be accompanied by either a bid bond, in an amount of 100% of the bid amount with a surety satisfactory to the aforesaid \_\_\_\_\_ County Commissioners, or by certified check, cashier's check, or irrevocable letter of credit from a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid \_\_\_\_\_ County Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as \_\_\_\_\_ and mailed or hand-delivered to:

\_\_\_\_\_ **County Commissioners**  
\_\_\_\_\_  
\_\_\_\_\_

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

No bidder may withdraw their bid within ninety (90) days after the actual date of the bid opening thereof. The \_\_\_\_\_ County Commissioners reserve the right to waive any informality or to reject any or all bids.

# INSTRUCTIONS TO BIDDERS

## SECTION B

1. **RECEIPT AND OPENING OF BIDS:** The \_\_\_\_\_ County Commissioners (herein called the "Owner"), invite bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the \_\_\_\_\_ **County Commissioners, at \_\_\_\_\_ until \_\_\_\_\_** at which time they will be publicly opened and read aloud. The envelopes containing the bids must be sealed and **addressed to \_\_\_\_\_ County Commissioners, at \_\_\_\_\_.** Envelopes must be clearly designated for the \_\_\_\_\_.

**The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.** Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed form and accompanied by the required form in Section F including a bid bond or certified check, the Non-Collusion Affidavit, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions, Experience Statement, Bonding and Insurance Requirements and the Statement on Delinquent Taxes. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and foregoing Certifications must be fully completed and executed when submitted.

The Bidder's total is his total bid based on his unit prices and lump sum prices and the estimated quantities shown on the plans. This figure is for information only at the time of opening bids. The owner will make the tabulation from the unit prices and lump sum prices bid. If there is an error in the total by the bidder, it shall be changed as only the unit prices and lump sum prices shall govern.

Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. **TELEGRAPHIC MODIFICATION:** Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

4. **METHOD OF BIDDING:** The Owner invites unit price/lump sum price bids as indicated in the Bid Form. If the lowest responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a) Reject all bids;
- b) Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders; and

- c) Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.

IF THE LOWEST RESPONSIVE BIDDER IS ABOVE 10% OF THE ESTIMATE, ALL BIDS MUST BE REJECTED.

The estimate on this project is: \_\_\_\_\_ Maximum Allowable Bid: \$67,600.00

5. **QUALIFICATIONS OF BIDDER:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. Past performance will be an evaluation criterion. Attention is called to Attachment A: QUALITATIVE and RESPONSIBLE CONTRACTOR CRITERIA
6. **BID SECURITY:** Each bid must be accompanied by cash, certified check of the bidder in the amount of 10% of the bid, or a bid bond prepared on the form entitled bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner.
- Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of the bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **CONDITIONS OF WORK:** Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
9. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
10. **EXAMINATION OF SITE:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection herewith.
11. **SOIL CONDITIONS:** Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he/she shall maintain and restore the site to original condition.

The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

12. **WORKING FACILITIES:** The plans/work specifications show, in the general manner, the existing structures and land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
13. **ADDENDA AND INTERPRETATIONS:** No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Hocking Athens Perry Community Action and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail or faxed with return receipt requested in both instances to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
14. **WATER SUPPLY:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract. The source, quality and quantity of water furnished shall, at all times, be satisfactory to the Engineer and/or Owner or their representatives.
15. **SIGNATURE OF BIDDERS:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state, in his proposal, the name and address of each person or corporation interested therein.
16. **NOTICE OF SPECIAL CONDITIONS:** Attention of the bidder is particularly called to those parts of the General Contract Conditions (Section C) and other contract documents and specifications which deal with the following:
  - a) Insurance requirements
  - b) Federal Labor Standards Provisions, including Davis-Bacon wage rates
  - c) Requirement for a payment bond and performance bond for 100% of contract price
  - d) Requirement that all subcontractors be approved by the Owner
  - e) Time-for-completion and liquidated damages requirements
  - f) Safety standards
  - g) Contractor's responsibility to obtain permits
  - h) Affirmative Action and Equal Opportunity provisions

17. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** Upon award of the contract, but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:
- a) Acceptance of Notice of Award
  - b) Contract
  - c) Insurance certificate(s) and/or policy(ies), including Bureau of Workers' Compensation documentation
  - d) Performance bond
  - e) Certification of Bidder Regarding Section 3 and Segregated Facilities
  - f) Certification(s) of (all) Proposed Subcontractors Regarding Section 3 and Segregated Facilities
  - g) Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements
  - h) (All) Subcontractor's Certification(s) concerning Labor Standards and Prevailing Wage Requirements.
  - i) ALL OF THE FOLLOWING IF CONTRACT EXCEEDS \$10,000.00:
    - Contractor's Section 3 Plan
    - Certification of Bidder Regarding Equal Employment Opportunity
    - Certification(s) by (all) Proposed Subcontractors regarding Equal Employment Opportunity
    - Certification by Contractor and Subcontractors of Compliance with Air and Water Acts

18. **FOREIGN CORPORATIONS AND CONTRACTORS**

A. Foreign Corporations

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

## Attachment A

### ADDING "QUALITATIVE and RESPONSIBLE" CONTRACTOR CRITERIA TO THE \_\_\_\_\_ COUNTY INVITATION TO BID ON ALL CONSTRUCTION PROJECTS SUBJECT TO PREVAILING WAGE THRESHOLD STANDARDS

WHEREAS, the \_\_\_\_\_ County Board of Commissioners wish to add "Qualitative and Responsible" contractor criteria to the Invitation to Bid for \_\_\_\_\_ "County Appropriated" construction projects.

WHEREAS, the Commissioners desire to further ensure that the County's contractors are compliant with the law, financially stable, and capable of executing construction contracts in a competent and professional manner; and

WHEREAS, the Commissioners desire to help ensure the opportunity for workers in \_\_\_\_\_ County to obtain health insurance and pension benefits so desperately needed in today's society as well as the proper training to maintain a quality workforce

WHEREAS, the "Qualitative and Responsible" criteria enumerated in the attached document will be appropriately included in the \_\_\_\_\_ County Invitation to Bid for construction projects.

BE IT RESOLVED BY THE \_\_\_\_\_ COUNTY COMMISSIONERS

That the "Qualitative and Responsible" criteria enumerated are hereby approved and will be added to the \_\_\_\_\_ County Invitation to Bid for construction projects managed by the \_\_\_\_\_ County Commissioners

1. Before any contracts are awarded for any construction work within the jurisdiction of the \_\_\_\_\_ County Commissioners they shall, or their agent shall, hold with the apparent "Low" bidder a "Compliance of Scope" Review. This to verify that bidder is in compliance with this resolution and that all required work under contract is included in bid.
2. The "Low" Bidder whose bid is more than twenty percent (20%) below the next lowest bidder shall list three (3) projects that are each within seventy-five percent (75%) of the bid project estimate for similar projects and that were successfully completed by the bidder not more than five (5) years ago. This information shall be provided, if necessary, at the post-bid "Compliance of Scope Review"
3. Any low bidder shall also be prepared to substantiate their cost over-run and job completion timeliness record. This information shall be provided, at the post-bid "Compliance of Scope" Review
4. The successful bidder shall certify that they will employ "qualified craft workers" with the experience and continuity befitting the wages they will be paid and hired from the labor pool. They possess and maintain any appropriate state licenses.
5. The successful bidder must certify that they have not been penalized or debarred from any public contract for falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last five (5) years.
6. The successful bidder must not be debarred from any public contracts or found by the state (after all appeals) to have violated prevailing wage laws in the last 5 years.
7. The successful bidder must certify that they have implemented a drug free workplace policy.
8. The successful bidder must certify they will secure any required bonds from a surety, licensed to do business in the State of Ohio with an A.M. Best Company rating of at least "A".
9. The successful bidder must certify that they have complied with unemployment and worker's compensation laws for at least the nine months preceding the date of bid submittal
10. The successful bidder must certify that they provide a minimum health care plan for those employees that will be working on the proposed project.
11. The successful bidder must certify that they provide a pension or retirement program for those employees that will be working on the proposed project.
12. The successful bidder must submit a list of sub-contractors to be used on the project or before notice to proceed is issued.
13. The successful bidder must certify that their construction license has not been revoked in any state or municipality.

# GENERAL CONTRACT CONDITIONS

## SECTION C

### ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

- A. The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

### ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required per regulations below:

*A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirement relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000.00. For contracts or subcontracts exceeding \$100,000.00, the Federal agency may accept the bonding policy requirement of the grantee provided the Federal agency has made a determination that the Government's interest in adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:*

- A. *A bid guaranty from each bidder equivalent to ten percent of the proposal price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a proposal as assurance that the bidder will, upon acceptance of his/her proposal, execute such contractual documents as may be required within the time specified.*
- B. *A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.*
- C. *A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

### **ARTICLE 3 - WAGE RATES**

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Provision. A copy of these prevailing rates of wages has been included in these specifications.

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract. **Inssofar as possible, local labor shall be employed on this work.**

### **ARTICLE 4 - AFFIRMATIVE ACTION**

Each bidder, Contractor, and/or Subcontractor, must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 1246 as stated during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of those proposal conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

### **ARTICLE 5 - INSURANCE**

- A. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.
- C. Worker's Compensation
  - a) All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the State of Ohio.
- D. Contractor's Liability Insurance

- a) The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
- b) Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
- c) Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.
- d) Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.
- e) Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.
- f) The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

E. Builder's Risk Insurance

- a) Each Contractor shall maintain insurance from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed. This insurance shall be project specific and valued in the full amount of the contract.

F. Installation Floater Insurance

- a) When a contractor is involved solely in the installation of materials and not in the construction of a building (i.e. plumbing), an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.

G. The Policies as listed above shall all contain all the following special provisions:

- a) The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to HOCKING ATHENS PERRY COMMUNITY ACTION AGENCY.
- b) The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.

- c) Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be any way involved in or connected with any part of his work or the work of his Subcontractors.
- d) Prior to commencement of any work under the Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

**ARTICLE 6 - SAFETY**

- A. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, and all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards guidelines provisions of applicable laws, building and construction codes as well as the requirements of the Occupational Safety and Health Act of 1970, as amended through January 1, 2004, and the requirements of Title 29 of the Code of Federal Regulations. The Contractor shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health and OSHA Part 1926, Safety and Health Regulations for Construction.
- D. The Contractor shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

**ARTICLE 7 - PERMITS**

The Owner is responsible for obtaining and paying for the following permits: \_\_\_\_\_  
 \_\_\_\_\_ (If blank, contractor is responsible for all permitting necessary.)

The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

## **ARTICLE 8 - SUPERVISION**

- A. The Contractor will supervise and direct the work. He/She will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor at the pre-construction meeting as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its representative will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contract, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.
- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the affected property.

## **ARTICLE 9 - CLAIMS AGAINST CONTRACTOR**

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner, may, after having notified the Contractor, withhold pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments in good faith.

## **ARTICLE 10 - SUBCONTRACTING**

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent

of the Owner of his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

- C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in

**INSTRUCTIONS TO BIDDERS.** The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him/her.

### **ARTICLE 11 - CHANGE OF WORK**

- A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contractor nor release the surety, the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal are paid for as stipulated in the change order authorizing such work.
- C. No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

### **ARTICLE 12 - TIME**

- A. The Date of beginning and time for completion of the work are essential conditions of the Contract Documents and work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. The Contract Time to fully complete the project shall be \_\_\_consecutive calendar days following the date of commencement of work to be specified in a written "Notice to Proceed".
- D. If the Contractor shall fail to complete the work within the Contract Time, and an extension of time is not granted by the Owner, the Contractor will pay the Owner for liquidated damages \$100.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

### **ARTICLE 13 - COMPLETION OF WORK**

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable

promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

#### **ARTICLE 14 - TERMINATION**

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

#### **ARTICLE 15 - PAYMENT**

Payment to the Contractor shall be made by the Owner as follows: **100% upon completion or in draws of approximately 50%. Payment will be made only on work that is complete.** The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved invoice from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the Contractor. A turnaround time of 30 - 45 days is expected before said funds are forwarded to the Owner.



# **WORK SPECIFICATIONS**

## **SECTION D**

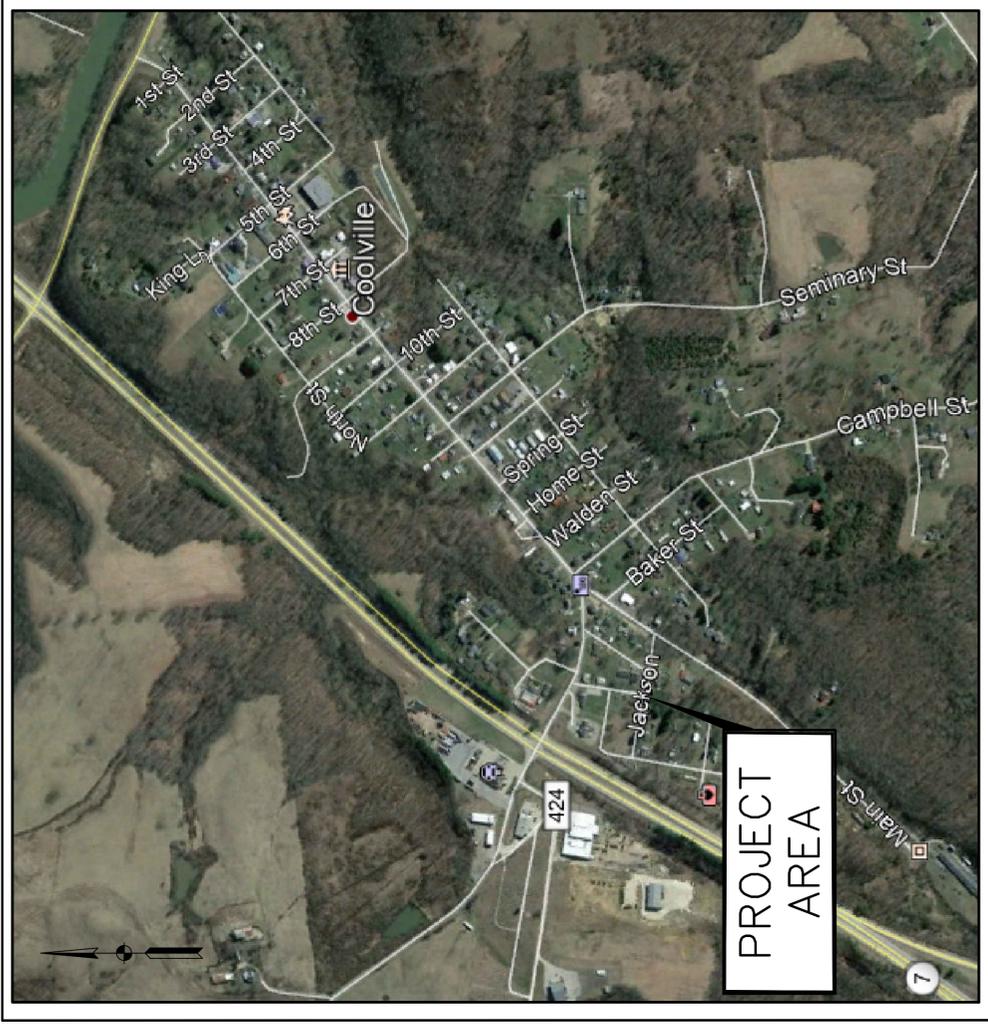
# ATHENS COUNTY COMMISSIONERS

## COOLVILLE STREET IMPROVEMENTS

### 2021

#### INDEX OF SHEETS

TITLE SHEET .....	1
GENERAL NOTES, QUANTITIES, & DETAILS .....	2
PAVING PLANS .....	3-4
DETAILS .....	5



LOCATION MAP

#### COUNTY OFFICIALS

LENNY ELIASON,  
CHRIS CHMIEL,  
CHARLIE ADKINS,  
JOANN ROCKHOLD

PRESIDENT  
VICE PRESIDENT  
COMMISSIONER  
CLERK

#### VILLAGE OFFICIALS

ROXANNA CHIKI,  
JIM FORD,

MAYOR  
FISCAL OFFICER

**UNDERGROUND UTILITIES**

Two Working Days  
**BEFORE YOU DIG**  
Call 811

OHIO UTILITIES PROTECTION SERVICE  
NON-MEMBERS  
MUST BE CALLED DIRECTLY

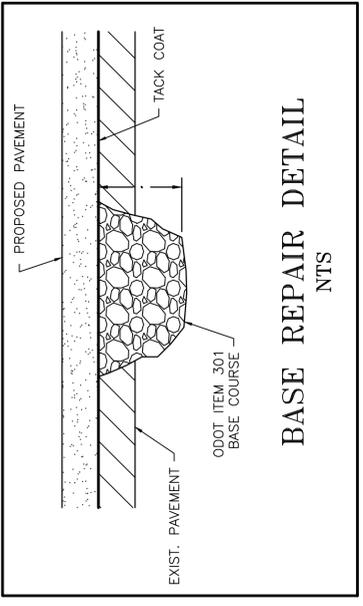
**ENGINEER'S ESTIMATE OF QUANTITIES**

**PAVING**

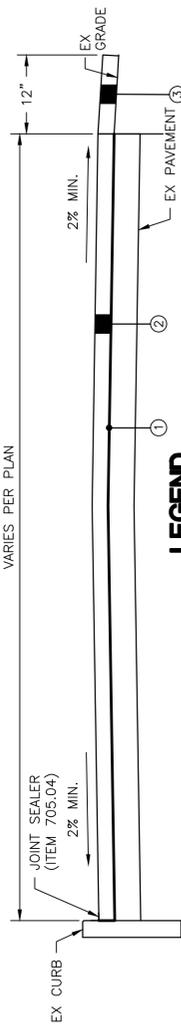
ITEM	TOTAL	UNIT	DESCRIPTION	3	4	-	-
407	388	Gal	TACK COAT (.15 GAL / SY)	108	280	-	-
301	16	CY	6" ASPHALT BASE REPAIR	11	5	-	-
301	10	CY	2" ASPHALT BASE REPAIR	2	8	-	-
441	106	CY	1.5" ASPHALT SURFACE COURSE	30	76	-	-
614	1	LS	MAINTENANCE OF TRAFFIC				
617	20	CY	2" THICK AGGREGATE BERM	5.3	14.7		
642	48	LF	STOP LINE	12	36		
	4	EA	MANHOLE ADJUSTED TO GRADE	1	3		
	1	EA	VALVEBOX ADJUSTED TO GRADE	1			

**LEGEND**

- GASOLINE w/MARKER
- FIBER OPTIC CABLE
- TELEPHONE (UNDERGROUND)
- ELECTRIC (UNDERGROUND)
- EXISTING WATERLINE
- RIGHT OF WAY
- EXISTING SANITARY SEWER
- EASEMENT
- PROPERTY HOOK
- CATCH BASIN
- POLE/POST
- UTILITY POLE
- FLAG POLE
- SANITARY SEWER MANHOLE
- MAIL BOX
- SIGN
- EXISTING WATER METER & SETTER,
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- PROPOSED TYPE "A" PAVING
- PROPOSED TYPE "B" PAVING
- PROPOSED TYPE "C" PAVING
- PROPOSED TYPE "D" PAVING
- PROPOSED TYPE "E" PAVING



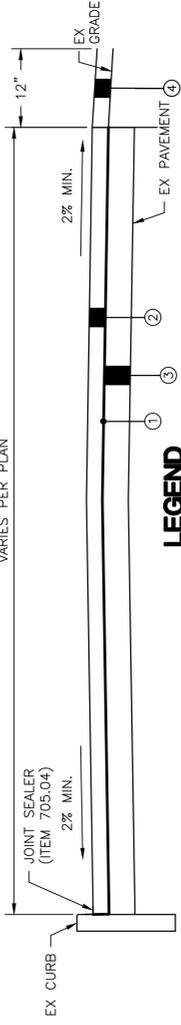
**BASE REPAIR DETAIL**  
NTS



**LEGEND**

- ① ODOT ITEM 407 TACK COAT APPLIED AT 0.15 GAL/SY
- ② 1.5" ODOT ITEM 441 SURFACE COURSE
- ③ 2" ODOT ITEM 411 STABILIZED CRUSHED AGGREGATE BERM

**TYPE "B" PAVING DETAIL**  
NTS



**LEGEND**

- ① ODOT ITEM 407 TACK COAT APPLIED AT 0.15 GAL/SY
- ② 1.5" ODOT ITEM 441 SURFACE COURSE
- ③ 2-6" ODOT ITEM 301 BASE COURSE
- ④ 2" ODOT ITEM 411 STABILIZED CRUSHED AGGREGATE BERM

**TYPE "C" PAVING DETAIL**  
NTS

**PROHIBITED CONSTRUCTION ACTIVITIES**  
DISPOSAL OF EXCAVATED MATERIAL IN WETLANDS OR FLOODPLAINS REGARDLESS OF PERMISSION GRANTED BY PROPERTY OWNER; INDISCRIMINATE ARBITRARY, OR CAPRICIOUS OPERATION OF EQUIPMENT; PUMPING OF SEDIMENT-LADEN WATER FROM TRENCHES OR OTHER EXCAVATIONS INTO NEARBY WATERWAYS; DISCHARGING OF OILS, GREASES, FUELS, LUBRICANTS, ANTIFROST PRODUCTS, DISCHARGING OF UTILITIES SUCH AS CHEMICALS, FUELS, LUBRICANTS, ANTIFROST PRODUCTS, RAW SEWAGE AND OTHER HARMFUL WASTES INTO OR ALONGSIDE OF RIVERS, STREAMS, IMPOUNDMENTS, OR INTO NATURAL OR MAN-MADE CHANNELS LEADING THERETO; PERMANENT OR UNSPECIFIED ALTERATION OF THE FLOW LINE OF A STREAM; DAMAGING VEGETATION OUTSIDE OF THE CONSTRUCTION AREA; DISPOSAL OF TREES, BRUSH, AND OTHER DEBRIS IN ANY STREAM CORRIDOR; OPEN BURNING OF PROJECT DEBRIS.

**TESTING**  
ALL TESTS REQUIRED BY THE CONTRACT SHALL BE PERFORMED BY A CERTIFIED LABORATORY.

**ROAD CLOSINGS**  
ALL ROADS MAY BE CLOSED ONLY DURING ACTUAL WORK HOURS AND ONLY IF LOCAL ACCESS IS PROVIDED AT ALL TIMES. CLOSURES ARE APPROVED BY THE OWNER OR HIS REPRESENTATIVE AND LOCAL OFFICIALS PRIOR TO WORK, AND ADEQUATE SIGNAGE IS PROVIDED. ALL LOCAL SCHOOLS, FIRE, AND EMERGENCY SERVICES SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE ROAD CLOSINGS.

**MAINTAINING TRAFFIC**  
ALL CONTRACTORS AND SHALDS BE RESPONSIBLE FOR MAINTAINING AND CONTROLLING TRAFFIC ON ALL STREETS AND ROADS AFFECTED BY CONSTRUCTION AND SHALL PRIOR TO ANY CONSTRUCTION, SUBMIT A CONSTRUCTION SCHEDULE TO THE OWNER FOR APPROVAL INDICATING DATES AND DURATION OF EACH PHASE OF CONSTRUCTION.

ALL CONSTRUCTION SIGNS AND TEMPORARY TRAFFIC CONTROL AND PROTECTION DEVICES SHALL BE ERECTED AND MAINTAINED IN ACCORDANCE WITH "OHIO DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND O.D.O.T. ITEM 614 - MAINTAINING TRAFFIC.

MAINTENANCE OF TRAFFIC OPERATIONS MUST ADHERE TO ALL REGULATIONS AND/OR MANDATES BY THE APPROPRIATE MAINTAINING AUTHORITY OF THE ROADWAY.

LOCAL TRAFFIC SHALL HAVE ACCESS TO THEIR RESPECTIVE PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE DRIVEWAY CLOSURES WITH PROPERTY OWNERS AND PROVIDE THEM SUFFICIENT PRIOR NOTICE BEFORE CLOSING ANY PRIVATE DRIVES. NO PRIVATE DRIVES MAY BE CLOSED FOR MORE THAN TWENTY FOUR (24) CONSECUTIVE HOURS AND SHALL BE OPEN TO TRAFFIC AT THE END OF EACH WORKING DAY. NO SEPARATE PAYMENT WILL BE MADE.

**PROTECTION OF WORK**  
IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO PROTECT THE WORK AND WORK SITE FROM THE TRAVELING PUBLIC, INCLUDING VEHICULAR AND PEDESTRIAN TRAFFIC.

**PAVING NOTES**  
1. CONTRACTOR SHALL PROVIDE A BUTT JOINT AT ALL TRANSITIONS FROM PROPOSED TO EXISTING PAVEMENT BY MILLING EXISTING PAVEMENT.  
2. THE MINIMUM DEPTH OF ASPHALT AT THE BUTT JOINT SHALL BE 1".  
3. ALL BUTT JOINTS SHALL BE SEALED WITH A BITUMINOUS SEALER.  
4. CONTRACTOR SHALL RAISE ALL VALVE BOXES AND MANHOLE CASTINGS TO PROPOSED GRADE.  
5. CONTRACTOR SHALL COORDINATE WITH OWNER AND ENGINEER PRIOR TO CONSTRUCTION.  
6. ENGINEER SHALL COORDINATE FINAL LOCATIONS TO PLACE BERM W/ OWNER AND ENGINEER PRIOR TO PLACEMENT.

**SAFETY REQUIREMENTS**  
THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE AND LOCAL SAFETY WORK REQUIREMENTS.

**COMMENCEMENT OF WORK**  
THE CONTRACTOR SHALL NOTIFY THE OWNER 48 HOURS PRIOR TO COMMENCING WORK ON THIS PROJECT, HOLIDAYS AND WEEKENDS EXCLUDED.

**EXTRA COMPENSATION**  
EXTRA COMPENSATION WILL BE PAID TO THE CONTRACTOR BY REASON OF COMPLIANCE WITH ANY OF THE REQUIREMENTS INDICATED IN THE CONTRACT DRAWINGS.

**EXISTING UTILITIES**  
THE ENGINEER DID NOT CONTACT OUPS AS PART OF THE DESIGN BECAUSE EXCAVATION IS NOT ANTICIPATED FOR PROJECT COMPLETION. IF THE CONTRACTOR INTENDS TO PERFORM ANY EXCAVATION, NOTICE SHALL BE GIVEN TO THE OHIO UTILITY PROTECTION SERVICE (telephone 811) AND THE OHIO OIL & GAS PRODUCERS UNDERGROUND PROTECTION SERVICE (telephone 1-800-925-0988) FOR THE MEMBER UTILITIES.

**WORK LIMITS**  
WORK LIMITS ARE DEFINED AS THE LIMITS OF THE TEMPORARY EASEMENTS, OR LIMITS OF CONSTRUCTION, THE CONTRACTOR SHALL LIMIT OPERATIONS TO THOSE AREAS. AGREEMENTS FOR USE OF PRIVATE LANDS SHALL BE FORMALIZED IN WRITING.

**DITCHES, STRUCTURES**  
ALL DRAINAGE DITCHES AND STRUCTURES SHALL BE RESTORED TO EXISTING CONDITION AND LEFT OPEN TO THE ENGINEER. THE CONTRACTOR SHALL REPAIR ALL DAMAGE TO EXISTING DITCHES, SEWERS AND APPURTENANCES REMOVED OR DAMAGED DURING CONSTRUCTION. THIS INCLUDES ANY RESIDENTIAL DRAIN TILE, DAMAGED, DISTURBED, OR REMOVED, WHICH SHALL BE REPAIRED OR REPLACED TO AN EQUAL OR BETTER CONDITION. THE ABOVE IS NOT APPLICABLE TO STRUCTURES TO BE ABANDONED.

**DUST CONTROL**  
DUST CONTROL SHALL BE PROVIDED BY THE CONTRACTOR AT THE TIME, LOCATION, AND IN THE AMOUNT ORDERED BY THE OWNER.

**USE OF PUBLIC AND PRIVATE UTILITIES**  
THE CONTRACTOR SHALL MAKE THE PROPER ARRANGEMENTS WITH THE RESPECTIVE UTILITIES FOR THE USE OF THEIR FACILITIES WHEN USED FOR WORK PERFORMED UNDER THIS CONTRACT.

**NON-RUBBERED TIRE VEHICLES**  
THE USE OF NON-RUBBER TIRE VEHICLES SHALL BE LIMITED TO ROADS OF CONSTRUCTION ONLY. EXCEPTIONS MAY BE GRANTED BY THE VILLAGE OR AUTHORIZED REPRESENTATIVE WHERE SHORT DISTANCES AND SPECIAL CIRCUMSTANCES ARE INVOLVED. GRANTING OF EXCEPTIONS MUST BE IN WRITING AND ANY RESULTING DAMAGE MUST BE REPAIRED TO THE SATISFACTION OF THE JURISDICTIONAL AUTHORITY, AT THE CONTRACTOR'S EXPENSE.

**DAILY CLEANUP**  
AT THE END OF EACH WORK DAY, THE CONTRACTOR SHALL REMOVE ALL DEBRIS AND CONSTRUCTION MATERIALS FROM THE ADJACENT ROADS OR ALLEYS. AFFECTED STREETS SHALL BE CLEARED WITH A SELF CONTAINED STREET CLEANER.

**FINAL CLEANUP**  
THE CONTRACTOR SHALL CLEAN UP ALL DEBRIS AND MATERIALS RESULTING FROM THE WORK AND RESTORE ALL SURFACES, STRUCTURES, DITCHES AND PROPERTY NOT INTENDED FOR WORK TO ITS ORIGINAL CONDITION, AND TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AND/OR THE OWNER. THE COST OF THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.

**CURBS AND SIDEWALKS**  
ALL CURBS OR SIDEWALKS DAMAGED OR REMOVED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED USING THE SAME TYPE OF MATERIAL AND OF THE SAME DIMENSIONS AS THAT REMOVED.

**SIGNS, MAILBOXES, FENCES, GUARDRAILS, ETC.**  
ALL FENCES, GUARDRAILS, ROADSIDE DITCHES OR OTHER PHYSICAL FEATURES DISTURBED OR DAMAGED DURING WORK UNDER THIS CONTRACT SHALL BE RESTORED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR, UNLESS OTHERWISE PROVIDED IN THE CONTRACT.

**LAYDOWN, STAGING AND STOCKPILE**  
THE OWNER IS NOT PROVIDING ADDITIONAL ACCESS, STAGING, LAYDOWN OR STOCKPILE AREAS OUTSIDE OF CONSTRUCTION LIMITS. THE CONTRACTOR MAY OBTAIN ADDITIONAL AREAS AT HIS EXPENSE.

**AIR/NOISE CONTROL**  
CONSTRUCTION EQUIPMENT SHALL BE PROVIDED WITH INTAKE SILENCERS AND MUFFLERS. AS REQUIRED BY SAFETY STANDARDS AND PROJECT MANUALS, ALL CONSTRUCTION VEHICLES SHOULD BE EQUIPPED WITH PROPER EMISSION CONTROL EQUIPMENT. PERIODICALLY CHECK EQUIPMENT AND MACHINERY FOR PROPER TUNING TO MINIMIZE EXHAUST EMISSIONS AND NOISE.

**PERMITS**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS.

**SEDIMENTATION AND SOIL EROSION CONTROL**  
CONSTRUCTION OPERATIONS SHALL BE CONDUCTED IN CONFORMANCE WITH THE REQUIREMENTS OF OHIO'S STANDARDS FOR STORMWATER MANAGEMENT, LAND DEVELOPMENT AND URBAN STREAM PROTECTION MANUAL RAINWATER AND LAND DEVELOPMENT.

SEDIMENT FROM CONSTRUCTION OPERATIONS SHALL NOT BE PERMITTED TO ENTER STORM SEWER SYSTEMS, DITCHES, STREAMS OR TRIBUTARIES. WHEN CONSTRUCTION OCCURS INLET FILTERS, SAND AND STRAW BALES SHALL BE USED AND MAINTAINED TO PREVENT AS MUCH SEDIMENT AS ENTERING THE STORM SEWERS AND OTHER WATER COURSES. SUCH EROSION CONTROL MEASURES SHALL NOT IMPEDE THE NORMAL FLOW OF TRAFFIC.

NO CHEMICALS, FUELS, LUBRICANTS, BITUMINOUS MATERIAL, RAW SEWAGE, TREES, BRUSH, OR DEBRIS FROM DEMOLITION OR EXCAVATION ACTIVITIES WILL BE DISCHARGED OR DISPOSED OF ONTO OR ALONGSIDE ANY STREAM, WATERCOURSE, FLOODPLAIN, OR WETLAND UNDER ANY CIRCUMSTANCES.

**SURFACE DRAINAGE**  
CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE DRAINAGE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:

- PROVISION, INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY CULVERTS AT ACCESS DRIVE AND BARRIER LOCATIONS.
- MAINTAIN OR IMPROVE EXISTING ROADSIDE DITCHES TO CARRY STORMWATER
- FLOWS THROUGHOUT THE DURATION OF THE PROJECT.
- ROADSIDE DRAINAGE SHALL BE MAINTAINED SUCH THAT THE WATER SURFACE SHALL BE A MINIMUM OF 9 INCHES BELOW THE ADJACENT ROADSIDE SURFACE.





ATHENS COUNTY COMMISSIONERS  
CONSTRUCTION AND MATERIAL SPECIFICATIONS

CHAPTER I

GENERAL PROVISIONS

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| 102 CONSTRUCTION DRAWINGS AND SPECIFICATIONS                | 112 NOTICES   |
| 103 REFERENCE DRAWINGS AND SPECIFICATIONS                   | 113 SANITARY REGULATIONS  |
| 104 DEVELOPER/LANDOWNER TO MEET CONTRACTOR RESPONSIBILITIES | 114 ACCESS TO ABUTTING PROPERTIES                               |
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101 DEFINITIONS: Whenever the words defined in this section, or pronouns used in their stead, occur in these specifications or the contract documents, they shall have the meaning given herein:

101.01 Abbreviations: Whenever the following abbreviations are used in these Specifications or on the Construction Drawings, they are to be construed as meaning the same as the following specifications:

American Association of State Highway and Transportation Officials	AASHTO
American Concrete Institute	ACI
American National Standard Institute	ANSI
American Public Works Association	APWA
American Society of Testing and Materials	ASTM

American Water Works Association

AWWA

State of Ohio Department  
of Transportation Construction and  
Material Specifications

ODOTCMS

- 101.02     Construction Drawings: The plans and drawings approved by the Owner, or exact reproductions thereof, which show or describe through notes, details, supplemental and standard drawings, and by reference, the location, character, dimensions, quantity, quality, and detail of the work.
- 101.03     Engineer: The engineer, and his official representatives, authorized by the Owner to fulfill the professional engineering requirements as described by the Owner.
- 101.04     Field Technician: A person authorized by the Owner to observe the work for general compliance with the construction drawings and these specifications.
- 101.05     Owner: The City of Nelsonville and any duly authorized representatives legally empowered to act on the Owner's behalf.
- 101.06     Specifications: Written descriptions of materials, equipment, construction systems, standards and workmanship, enumerated as construction and material specifications, supplemental specifications, special provisions, or reference specifications.
- 101.07     Work: All labor, equipment and materials necessary to provide all elements of the Project including all appurtenances, in accordance with the Construction Drawings, these Specifications and Supplemental documents in such a manner as to provide complete, usable improvements.

- 102 CONSTRUCTION DRAWINGS AND SPECIFICATIONS: The location and nature of the Work is shown in a set of Construction Drawings approved by the Owner. These Specifications, the Construction Drawings prepared for the Work, and all supplementary documents, are intended to be complimentary and to describe and provide for a complete usable improvement. Anything called for in the Specifications and not shown on the Construction Drawings or shown on the Construction Drawings and not called for in the Specifications must be furnished by the Contractor as though appearing in both the Construction Drawings and Specifications. In case of discrepancy, calculated dimensions shall govern over scaled dimensions. If there is an apparent conflict or a conflict in fact between sections of the Specifications or the Specifications and the Construction Drawings as approved by the Owner, the most stringent information and interpretation shall prevail.
- 103 REFERENCE DRAWINGS AND SPECIFICATIONS: When the American Society of Testing and Materials (ASTM) Specifications, State of Ohio Department of Transportation Construction and Material Specifications (ODOTCMS.) January 1, 2016 edition, American Water Works Association (AWWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Specifications, and other specifications and/or standard drawings are referenced, unless stated otherwise, the latest revision or edition of said specifications and drawings shall become part of these Contract Documents on the date the construction drawings are approved by all approving agencies.
- 104 DEVELOPER/LANDOWNER TO MEET CONTRACTOR RESPONSIBILITIES: When a developer/landowner wishes to develop land by constructing or installing, or causing the construction or installation of Work, all or part of which is intended to be owned, operated, or maintained by the Owner, the developer/landowner shall be responsible to the Owner for compliance with these specifications by all parties performing the Work.
- 105 SUBMITTALS:
- 105.01 Required Submissions: A list of all material suppliers, material samples, and such shop drawings, sketches, specifications, and description as are determined by the Engineer to be required to establish compliance with the Contract Documents shall be submitted to the Engineer for review. The material sample submission shall be of the size and amount

required by the Engineer for testing. The material sample and four sets of the information must be submitted at least fourteen days prior to the date that the project components represented by the submitted material or information are to be incorporated into the Work. No equipment or materials shall be ordered or work begin prior to the completion of the review of the submitted material or information.

105.02 Final Acceptance Submissions: Prior to final acceptance of the Project, the Contractor shall submit three sets of all technical data, brochures, manufacturer's specifications, operating and maintenance instructions, wiring and flow diagrams, guarantees and warranties for the equipment and materials incorporated in the Project. Each set shall be indexed and submitted in a three ring binder. Upon request by the Contractor, the Owner may waive this submission requirement for certain materials and equipment.

106 **QUALITY OF MATERIALS**: Wherever particular brands or makes of material, devices or equipment is shown or specified, such items shall be regarded as standard and shall be read as being followed by "or approved equivalent". Prior to incorporating an item that is not specified into the Project, information must be submitted and reviewed in accordance with Section 105 of these Specifications. Any other brand or make of material, device or equipment which, in the opinion of the Owner, is the equivalent of that specified in quality, workmanship, economy of operation, and suitability for the purpose intended shall be accepted. Acceptances of such items shall not be construed to remove the Contractor's responsibility to provide a complete, usable facility as specified herein and shown on the construction drawings.

107 **PROJECT CONTROL**:

107.01 Authority of the Engineer: The Engineer shall observe the progress and quality of the Work and determine, in general, if the results of the Work are in general conformity with the contract documents. On the basis of his on-site observations, he shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent Work constructed by the Contractor, but does not guarantee the performance of the Contractor. The Engineer is not responsible for construction means, methods, techniques, sequences, procedures, time of performance, programs, or compliance with any Occupational Safety and Health Act (OSHA) requirements or for any safety precautions in connection with the construction work. The Engineer is not responsible for the Contractor's failure to execute the Work in accordance with these Construction Drawings and these

Specifications. In making the construction observations as described herein, the Contractor agrees to the following:

- 107.011 The Engineer shall receive and make recommendations to the Owner on all questions of fact which may arise, including the quantity, quality, or suitability of materials and equipment furnished, work performance, and rate of progress of the work.
- 107.012 The Engineer may correct any apparent or actual errors or omissions when such corrections are necessary for the proper fulfillment of the intention of the Construction Drawings and these Specifications.
- 107.013 Failure of the Engineer to observe or recommend rejection of any defective, unauthorized or non-conforming Work shall not in any way prevent later rejection when such defective, unauthorized or non-conforming Work is discovered, nor obligate the owner to final acceptance.

107.02 Control of Work and Material: All Work shall be subject to review by the Engineer. The Engineer or his representatives shall be provided access to all parts of the Work and shall be provided such information and assistance by the Contractor as is required to complete his review. The Engineer shall call the attention of the Contractor to any observed failure of the Work to conform to the Contract Documents. Should the Contractor fail to comply with these Specifications or Construction Drawings, fail to provide certifications and/or proof of the suitability of materials or fail to prosecute the Work in a diligent and good workmanlike manner; the Engineer may recommend to the Owner that the Contractor's operation be suspended on any or all portions of the Project until such unauthorized, un-reviewed or defective work, materials and/or equipment are corrected. Failure of the Contractor to comply with the Owner's directions is just cause for the Owner to have such corrections made and deduct the cost from the monies due the Contractor or terminate the contract as stipulated hereinafter, or both.

- 107.03      Testing of Equipment and Materials: Any tests required by the Owner due to lack of certificates or proof of suitability of any equipment and/or materials to be incorporated in the Work shall be paid for by the Contractor. Unless stated otherwise, all tests required by these Specifications and Construction Drawings shall be paid for by the Contractor. All equipment and materials that have passed the prescribed tests may be incorporated in the Work provided that said equipment and materials meet all other requirements.
- 107.04      Construction Layout Stakes: Stakes showing the lines and grades necessary for the completion of the Work shall be provided by a Surveyor licensed in the State of Ohio. The Contractor shall give a minimum of 48 hours prior notice before requiring layout stakes. Cut sheets, using the Owner's format, shall be provided for all water and sewer line installations.
- 108      **WATERTIGHT STRUCTURES:** All structures to be used for holding water shall be made watertight and shall be tested by filling with water before they will be accepted. Tests of concrete watertight basin shall be made before backfill is placed, however, where special reasons make this impractical the Engineer may permit backfilling to proceed before the test is made. Permission to backfill shall not relieve the Contractor from any responsibility for watertightness of the structure and, if upon making the test, the need to remove backfill and/or repair the structure arises, it shall be done by and at the expense of the Contractor.
- 109      **GUARANTEE:** All material and equipment placed and installed under these Specifications and Construction Drawings shall be guaranteed by the Contractor against defects of materials, workmanship, and design for a period as allowed by law following substantial or final completion of the Project and final acceptance by the Owner. Failure of the Contractor to rectify damage, improper design, and faulty workmanship and/or materials as supplied by him and shown by test to be deficient after one year of operation, shall entitle the Owner to proceed against the Contractor for all costs related to making good on the obligation of the Contractor.
- 110      **ACCEPTANCE OF PRIOR WORK:** Prior to beginning any Work each tradesman, contractor, or subcontractor shall inspect the Work already in place and identify any observed defects or deficiencies. Beginning work on the Work already in place, constitutes acceptance of the in-place Work by the tradesman, subcontractor, or contractor doing the Work, except for the areas identified as being defective or having deficiencies. Once the observed defects and deficiencies are corrected and accepted by the tradesman, subcontractor, or contractor, the entire area is accepted. Any corrective actions required after

acceptance shall be the responsibility of the tradesman, subcontractor, or contractor or that accepted the work.

- 111 SERVICE OF MANUFACTURER'S REPRESENTATIVES: When required by the Construction Drawings or Specifications, the services of competent and experienced manufacturer's representatives shall be furnished to supervise the initial installation of material and equipment as well as to provide start-up and operational instructions to the Owner's personnel. Where the supervision by a manufacturer's representative is not called for, the Contractor is not relieved of his responsibility to properly construct or install material in accordance with the terms of these specifications or to provide start-up and operational instructions.
- 112 NOTICES: Notice shall mean written notice. Written notice shall be deemed to have been duly served when delivered in person to the person, firm, officer, agent or representative, or when delivered at the last known business address of such person, firm or corporation, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm, or corporation at his, their or its last known business address and sent by registered mail with return receipt requested.
- 113 SANITARY REGULATIONS: Suitable sanitary conveniences for the use of all persons making the improvements, properly screened from public observation, shall be provided and maintained by the Contractor. The Contractor shall obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary by the Owner.
- 114 ACCESS TO ABUTTING PROPERTIES: The Contractor shall provide and maintain temporary access to all properties where access is interrupted by his construction operations.
- 115 SPACE AVAILABLE FOR CONSTRUCTION OPERATION: The Contractor shall confine his operations to the Project as shown on the construction Drawings and/or described herein. Private property shall not be used by the Contractor without the property owner's written consent. The Contractor shall confine his operations within the temporary and permanent easements or rights-of-way, or as stated otherwise in the Contract Documents.

- 116 INCLEMENT WEATHER CONDITIONS: All Work which will be adversely affected by climatic conditions such as rain, wind, frost or freezing shall be suspended unless permission is given by the Owner to proceed. Whenever work proceeds under such conditions, the Contractor shall provide approved facilities for protecting all the materials and the finished Work. This shall include heating of materials if required for proper installation.
- 117 TIMBERING ORDERED LEFT IN PLACE: In the event any timbering, sheathing or bracing used in shoring trenches or other excavation is ordered left in place by the Owner, it shall be paid for at the rate of Eight Hundred Dollars (\$800.00) per 1,000 feet board measure (M.F.B.M.). Such sheathing ordered left in place shall be cut off as directed by the Owner and measured in place without allowance for waste.
- 118 UTILITY COSTS: The Contractor shall pay for the installation and use of all utilities such as water, gas and electric service during construction and until acceptance of the Project by the Owner.
- 119 SAFETY AND HEALTH PROVISIONS:
- 119.01 General: The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work or with any activities on or off the Project site associated with the Work, pursuant with the most current applicable sections of the Occupational Safety and Health Act (OSHA) or other safety or health regulations in effect throughout the contract period. Neither the Owner nor the Engineer shall assume, or have assigned them, responsibility or the authority for site safety for any area of the Project. The Contractor shall take all necessary measures to prevent damage, injury or loss to:
- 119.011 All employees on the Project and all other persons who may be affected thereby.
- 119.012 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site.

119.013 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

119.014 Special care shall be taken during the entire duration of the Contract to prevent unauthorized persons from falling into, climbing upon, or entering any of the excavations, equipment, or work areas.

120 UTILITIES AND STRUCTURES SHOWN ON THE CONSTRUCTION DRAWINGS: The information shown on the Construction Drawings concerning existing utilities and structures, both surface and subsurface is not represented, warranted or guaranteed to be complete or correct. The Contractor shall contact a recognized utility locating service, or the appropriate utility owner, at least forty-eight hours prior to beginning work, pursuant to Section 153.64 of the Ohio Revised Code. The exact location and protection of utilities and structures is the responsibility of the Contractor.

During construction, the Contractor shall use due diligence in protecting from damage all existing utilities and structures whether shown on the Construction Drawings or not. If damage is caused, the Contractor shall be responsible for the repair or restoration of same in accordance with the directions of the Engineer, or the utility owner, and for any resulting collateral damage.

121 PROTECTION OF FINISHED WORK: The Contractor will be held responsible for any and all materials or Work to the full amount of payments made thereon, and will be required to make good, at his own cost, any injury or damage which said materials or Work may sustain from any source, including any severe or inclement weather. The Contractor shall provide the necessary drainage, heating facilities and other protection for the Work to prevent any possible damage from frost action. It will also be necessary for the Contractor to provide protection for the excavation walls from earth slippage and ponding of water and mud that could cause structural or material damage, including from freeze/thaw action.

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CHAPTER II

CONSTRUCTION MATERIALS

201 GENERAL	208 SEWER PIPE
202 SAMPLES	209 MANHOLES, CATCH BASINS, INLETS AND JUNCTION CHAMBERS
203 AGGREGATE	210 SEWER PRESSURE PIPE
204 BRICK AND MASONRY UNITS	211 TUNNEL LINERS
205 CEMENT AND CONCRETE	212 UNDERDRAINS
206 FENCE	213 WATER LINE
207 IRON, STEEL, METALS AND INCIDENTAL MATERIALS	214 STEEL CASING PIPE

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201 GENERAL: All material furnished by the Contractor shall conform to the minimum requirements of the latest revision or edition of any referenced specifications in effect on the date the construction drawings are approved by all approving agencies.

201.01 When requested by the Owner, the manufacturer, producer or supplier shall furnish a sworn statement that the inspections of all the specified materials have been made and that the results comply with the requirements of these specifications, or shall furnish certified copies of these tests results. No material shall be used until approved by the Owner.

202 SAMPLES: The Contractor may be required to furnish samples of any or all materials he proposes to use which are subject to these specifications. Approval of any samples shall not be taken in itself to change or modify any specification requirement. After a material has been approved, no change in brand or make shall be permitted without prior approval. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider any further samples of the same brand of that material for use under these specifications. The Owner may take test samples from the various materials or equipment delivered to the site of the work by the Contractor whether previously approved for construction or not. Any material or equipment which fails to meet the requirements of these specifications shall be subject to removal and replacement by the Contractor with material or equipment meeting the requirements of these specifications.

203 AGGREGATE: Aggregate shall conform to the following items:

- 203.01 Aggregate for Concrete shall meet the requirements of Item 703.02 ODOTCMS.
- 203.02 Sand for Mortar shall meet the requirements of Item 703.03 ODOTCMS.
- 203.03 Stone Aggregate shall conform in all respects to the specific kind described under Item 703 ODOTCMS.
- 204 BRICK AND MASONRY UNITS: All units shall conform to the requirements of Item 704 ODOTCMS.
- 205 CEMENT AND CONCRETE:
  - 205.01 Concrete shall conform to Items 499.02 and 499.03 ODOTCMS.
  - 205.02 Cement for mortar shall be as specified under the appropriate requirement for Item 701 ODOTCMS.
  - 205.03 Concrete incidentals shall conform to 705 ODOTCMS.
  - 205.04 Reinforcing Steel Bar mats and wire fabric shall conform to Item 509.02, ODOTCMS.
- 206 FENCE: All fabric, posts, wire fasteners and incidental materials shall conform to Item 710 ODOTCMS.
- 207 IRON, STEEL, METALS AND INCIDENTAL MATERIALS:
  - 207.01 Iron, Steel and Metal All iron casting, structural steel, miscellaneous metals and incidental materials shall meet the requirements of Item 711 ODOTCMS.

207.02 Manhole Steps shall be made of aluminum alloy conforming to Item 711.30 ODOTCMS or reinforced polypropylene plastic conforming to Item 711.31 ODOTCMS. The steps shall be spaced as shown on the standard drawings or the construction drawings and cast or driven into walls of precast risers and concave sections, or mortared with a non-shrinking grout.

208 SEWER PIPE:

208.01 Concrete Pipe

208.011 All non-reinforced concrete pipe shall meet the requirements of Item 706.01 ODOTCMS.

208.012 Reinforced concrete pipe shall conform to the requirements of Items 706.02, 706.03, 706.04, or 706.05 ODOTCMS.

208.013 Rubber gasket joints shall conform to ASTM C443.

208.02 Clay Pipe (VCP) Pipe, Joints and Fittings

208.021 The pipe shall conform to:

a) Vitrified clay pipe shall conform to all requirements of ASTM Specification C700, latest revision for "Extra Strength Pipe"

b) Clay pipe joints shall conform to the requirements of ASTM C425, latest revision, for compression joints, except as noted below. Gaskets shall be 1/4" diameter for 4" pipe, 7/16" diameter for 6" thru 15" pipe, and 1/2" diameter for 18" thru 24". Assembled joints shall not leak when subject to a shear force of 300 lbf/in (52.6kN/m) of nominal diameter when tested per ASTM C425.

208.022 The fittings shall conform to:

a) All sizes of Vitrified Clay Pipe Fittings shall conform to the same specifications as the pipe except for length.

208.03 Polyvinyl Chloride (PVC) Pipe and Fittings:

208.031 The pipe shall conform to:

a) ASTM D3034 SDR 35 for sizes up to and including fifteen inches in diameter.

b) ASTM F679 and ASTM F794 for sizes eighteen inches in diameter and larger.

208.032 The fittings shall conform to:

- a) SDR 26 gasketed heavy wall sewer fittings meeting ASTM D3034 and ASTM F1336 for sizes up to and including fifteen inches in diameter.
- b) SDR 26 gasketed sewer fittings meeting ASTM F679 and ASTM F1336 for sizes eighteen inches in diameter and larger.

208.033 Joints shall conform to ASTM D3212.

208.04 Ductile Iron Pipes shall conform to AWWA C151 with joints conforming to AWWA C111.

208.05 Adapters for connecting pipes of dissimilar material and size and adapters for connecting broken or cut sewer pipe shall be equivalent to those supplied by Fernco, Inc.

209 MANHOLES, CATCH BASINS, INLETS AND JUNCTION CHAMBERS: All materials used in the construction or fabrication of manholes, catch basins, inlets, junction chambers and other miscellaneous structures pertinent to water line and sewer construction shall conform to ODOTCMS. All manholes and junction chambers for sanitary sewers shall be precast in accordance with Item 706.13 ODOTCMS.

210 SEWER PRESSURE PIPE:

210.01 Ductile Iron Pipe shall conform to AWWA C151 with a minimum working pressure of 150 psi and joints conforming to AWWA C111.

210.02 Reinforced Concrete Pipe and fittings for force mains shall conform to AWWA C300 or AWWA C301. Normal maximum design pressure shall be no less than 150 psi.

210.03 Polyvinyl Chloride Pipe shall conform to ASTM D2241 SDR 26, or AWWA C900 DR18.

210.04 Fittings shall be ductile iron conforming to either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 except for concrete pipe. Fittings shall have a standard asphaltic coating on the exterior. Tapping saddles shall be per Section 213.06 of these Specifications.

211 TUNNEL LINERS: Tunnel liners shall be strong enough to withstand loadings imposed now and in the foreseeable future in accordance with the design requirements of the specifications and/or of the private or public authority involved.

211.01 Corrugated Metal Pipe shall conform to Item 707.01 ODOTCMS.

211.02 Steel Pipe Tunnel Liner shall be fusion welded steel pipe, ASTM A139, Grade B, galvanized with a minimum of two ounces per square foot and conforming to ASTM specifications.

211.03 Tunnel Liner Plates shall be furnished in black steel. The plates shall be formed from steel meeting the requirements of ASTM A139, Grade B. Individual liner plates shall be made of one piece of metal provided with flanges for both longitudinal and circumferential joints. The joints shall have sufficient bolt holes to fully develop the strength of the individual liner plate and so spaced in each liner plate that liner plates of the same curvature will be interchangeable and can be readily handled in the tunnel. Liner plates shall be of the design that, when bolted together, no opening shall exist large enough to permit inflow of granular material. The longitudinal bolts supplied with tunnel liner plates shall be ASTM A307, five-eighths inch diameter by one and one-quarter inches long for 14 through 7 gauge structures or ASTM A449, five-eighths inch diameter by one and one-half inches long for 5 through 3 gauge structures. For center corrugation assembly, one-quarter inch longer bolts shall be supplied. Liner plates shall be accurately curved to suit the tunnel cross-section, and when bolted together the finished casing pipe shall be fully round. Grouting plugs shall consist of two-inch standard half pipe couplings welded or tapped into a hole in the liner plate and furnished with a cast iron plug for closure.

211.04 Reinforced Concrete Pipe shall meet the requirements of Items 706.02, 706.03 or 706.04 ODOTCMS.

212 UNDERDRAINS: Underdrains shall conform to the following specifications.

212.01 Perforated Concrete Pipe shall conform to Item 706.06 ODOTCMS.

212.02 Concrete Drain Tile shall conform to Item 706.07 ODOTCMS.

212.03 Vitrified Clay Pipe shall conform to Item 706.08 ODOTCMS.

212.04 Clay Drain Tile shall conform to Item 706.09 ODOTCMS.

- 212.05      Perforated Polyvinyl Chloride Pipe shall conform to Item 707.41 ODOTCMS.
- 212.06      Corrugated Polyethylene Drainage Tubing shall conform to Item 707.31 ODOTCMS.
- 213      WATER LINE PIPE: Water line materials shall meet the following specifications.
- 213.01      Pipe: The pipe shall be:
- 213.011      Ductile iron pipe designed in accordance with ANSI/AWWA C150/A21.50 for a minimum 150 psi rated working pressure plus a 100 psi minimum surge allowance or a two to one factor of safety based on the sum of the project working pressure plus surge pressure.
- Pipe shall have standard asphaltic coating on the exterior. Ductile iron pipe shall be manufactured in accordance with ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.
- Pipe shall also have a cement mortar lining in accordance with ANSI/AWWA C104/A21.4.
- The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.
- 213.012      Polyvinyl Chloride Pipe, ASTM D2241 SDR 21 (Class 200) or AWWA C900 DR 18 for four inch to twelve inch diameter, and AWWA C905 DR 18 for fourteen inch diameter and above.
- 213.013      High-Density Polyethylene (HDPE) Pipe, AWWA C906, of the size and class shown on the plans.
- 213.02      Pipe Joints and Fittings:
- 213.021      Unless otherwise shown on the construction drawings, all pipe shall be furnished with push-on type

joints, such as Tyton, Fastite, or approved equivalent. Joints shall be in accordance with ANSI/AWWA C111/A21.11 and be furnished complete with all necessary accessories.

213.022 Fittings shall be manufactured in the U.S.A. and be ductile iron. Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings shall have a standard asphaltic coating on the exterior. Fittings shall also have a cement mortar lining on the interior in accordance with ANSI/AWWA C104/A21.4.

213.023 Unless otherwise shown on the construction drawings, fittings and accessories shall be furnished with either mechanical or push-on type joints in accordance with ANSI/AWWA C111/A21.11.

213.024 All fittings shall be provided with mega-lug restraining glands.

213.03 Valves shall be:

213.031 Gate valves shall have a non-rising stem, left hand open (counter-clockwise) with double O-ring stem seals. Valves shall have end joints conforming to AWWA C111. Valves shall pass a seat test at a pressure of 200 psi without leakage. The valve shell shall pass a shell test with the valve in the open position at a pressure of 400 psi without leakage through metal, flanged joints or stem seals. Additionally, the valves shall conform to one of the following:

- (a) AWWA C500 valves having a double revolving parallel seat with independent wedging action to spread the two discs against the seats. Seats shall be replaceable through the top of the valve. Discs shall be free to rotate 360 degrees, interchangeable and replaceable through the top of the valve. Wedging surface shall be protected by bronze, stainless steel or other corrosion resistant material suitable for use in the valve. All internal and external ferrous surfaces shall be coated with asphaltic varnish per Military Specification MIL C450 or

approved equivalent.

- (b) AWWA C509 valves having a sealing mechanism that provides zero leakage at the water working pressure against line flow from either direction. No exposed metal seams, edges, screws, etc. shall be within the waterway in the closed position (all surfaces shall be rubber covered). The rubber covered gate shall not be wedged in a pocket nor slide across the seating surface to obtain tight closure. All internal and external ferrous surfaces, including the interior of the gate, bolt holes and flange faces, shall be coated, prior to assembly of the valve, with epoxy having a minimum thickness of 8 mils. There shall be an O-ring seal above the stem collar and an O-ring seal below the stem collar with the area between the O-ring seals filled with lubricant. There shall be anti-friction washers at the stem collar.

213.032 Butterfly valves shall conform to AWWA C504 for Class 150B. Valve bodies shall be cast iron per ASTM A126, Class B. Flanged valves shall be of the short body design with 125 pound flanged ends faced and drilled per ANSI B16.1 standard for cast iron flanges. Mechanical joint ends shall meet the requirements of AWWA C110/ANSI A21.11. Discs shall be offset to provide an uninterrupted 360-degree seating edge and shall be cast iron per ASTM A48, Class 40 or ductile iron per ASTM A536. The disc seating edge shall be 316 stainless steel. The disc shall be securely attached to the valve shaft using Type 304 stainless steel pins. The valve shaft shall be Type 304 stainless steel. The seat shall be acrylonitrile butadiene and shall be bonded or vulcanized in the valve body. The use of fillers to increase seat compression is not acceptable. Valve shaft seals for three-inch to twenty-four inch valves shall be of self-compensating V-type packing. Unless otherwise specified, exterior cast iron or steel surfaces of each valve shall be shop painted per the latest revision of AWWA C504. The interior of the body shall be lined with the same material as the seat. Each valve shall be factory tested per AWWA C504 with the actuator

assembled to the valve.

213.033 Levers with ten positions shall be installed where specified for three-inch to eight-inch valves. Provision must be made for locking in any position using a standard padlock. Valves three-inch to twenty-five shall have handwheel actuators in complete conformance with AWWA C504 and AWWA C540. Housings will be of cast iron, in both weatherproof and buriable constructions, with optional chainwheel or two-inch square nut inputs. All units shall have adjustable open and closed position stops. Pneumatic and hydraulic cylinder actuators, where specified, shall be double acting and stationary mounted, with all working parts totally protected within weatherproof enclosures per AWWA C540. Cylinder tubes shall be fiberglass reinforced epoxy resin having a 16 micro-inch or smoother internal finish. Piston seals shall be TFE with elastomeric backup. Cylinder actuators shall be installed where specified with pneumatic or electronic positioners and position transmitters, pilot valves, position indicating switches, and extended mounting provisions.

213.04 Service Lines and Valves:

213.041 Service lines shall be:

- a) Copper pipe, Type K.
- b) Water line pipe material.
- c) Isco or Driscopipe, HDPE 200 psi class.

213.042 Valves shall conform to the following:

- a) Corporation stops shall be equivalent to Mueller H-15008.
- b) Curb stops shall be equivalent to Ford B-21 with boxes equivalent to Bingham and Taylor No. 4901, Size 94E.
- c) Valves three-inches and larger shall conform to

Section 213.031 of these Specifications.

- 213.05 Tapping Sleeves and Valves: Tapping sleeves shall be mechanical joint type designed for use on the class of pipe being tapped. Mechanical joint sleeves shall be Clow F-5205, Mueller H-616 or approved equivalent. The tapping valve shall be Clow, Mueller or approved equivalent with one side flanged and the other side mechanical joint meeting the requirements of Section 213.02 of these Specifications.
- 213.06 Tapping Saddles shall be equivalent to Ford Style FS101 for 3/4 inch and 1-inch services and Ford Style FS202 for one and one-quarter inch through two and one-half inch services.
- 213.07 Accessories: All joints, fittings, valves, and appurtenances shall be furnished with all accessories.
- 213.08 Backflow Prevention Devices:  
Backflow preventers shall be:
- a) A reduced pressure backflow preventer meeting AWWA C506 and from the latest approved list of the Ohio Environmental Protection Agency.
  - b) A double detector check valve backflow preventer meeting AWWA C506 and from the latest approved list from the Ohio Environmental Protection Agency.
- 214 STEEL CASING PIPE: Casing pipe shall be steel pipe meeting ASTM specifications, 35,000 psi yield strength and 60,000 psi tensile strength, or approved equivalent, to serve as a casing for water line or sewer and shall be installed within the limits and at the locations shown on the construction drawings. The casing pipe shall be bituminous coated inside and out, and conform to ASTM A123. Steel casing pipe shall have a minimum wall thickness as indicated on the construction drawings unless otherwise approved by the Owner.

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CHAPTER III

GENERAL CONSTRUCTION REQUIREMENTS

300 GENERAL	307 SITE PIPING
301 SITE CLEARING	308 STONE AND PAVED ROADS AND AREAS
302 EARTHWORK	309 FENCE
303 SITE DRAINAGE	310 SEEDING, SODDING AND PLANTINGS
304 GENERAL REQUIREMENTS	311 RESTORATION OF DRAINAGE CONDUITS
UNDERGROUND CONDUITS	312 RESTORATION OF BRICK OR CONCRETE
305 SANITARY SEWER INSTALLATION	HEADWALLS AND ENDWALLS
306 WATER LINE INSTALLATION	313 FINAL CLEAN-UP

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300 GENERAL: The work completed in accordance with the provision of this Chapter are also governed by the provision of Chapter I of these Specifications.

301 SITE CLEARING: This work shall include furnishing all labor, equipment, materials, and miscellaneous work necessary to fully and completely clear, grub, scalp, and remove vegetation, existing trees, stumps, root, fences, sewers, pipes, structures, and other underground or surface obstructions; except for such items as are to remain, all as shown on the Construction Drawings and described herein as necessary to properly prepare the site for the construction and installation work.

301.01 Reference Specifications: The work shall be performed and measured in accordance with Items 201 and 202 ODOTCMS.

302 EARTHWORK:

302.01 Excavation and Embankment: The excavation and embankment for the work site, including subgrade preparation, shall be as described in Item 203 ODOTCMS.

302.02 Topsoil: Furnishing, stockpiling, and placing topsoil shall be as described in Items 651, 652 and 653 ODOTCMS. The topsoil shall be stripped to the depth shown on the Construction Drawings or as described by the Owner over the entire site unless shown otherwise on

the Construction Drawings Erosion and Sediment Control measures described in Section 302.03 of these Specifications and shown on the Construction Drawings shall be installed and maintained as long as the stockpiles exist and until the areas have sufficient vegetation or improvements to remove the necessity of maintaining the erosion and sediment control measure.

- 302.03 Soil Erosion and Sediment Control: The work shall be as described in Item 670, ODOTCMS, and as shown on the Construction Drawings.
- 303 SITE DRAINAGE: This work shall include the construction of storm sewers, culverts, paved gutters, inlets, end walls, and slope and channel protection as shown on the construction drawings in accordance with:
- 303.01 Item 601 ODOTCMS for slope and channel protection.
- 303.02 Item 602 ODOTCMS for masonry items.
- 303.03 Item 611 ODOTCMS for pipe culverts, storm sewers, and drains.
- 303.04 Item 706.13 ODOTCMS for manholes, catch basins, inlets, and similar structures.
- 303.05 Item 605 ODOT CMS for underdrains.
- 304 GENERAL REQUIREMENTS, UNDERGROUND CONDUITS: This section describes the general work required for furnishing and installing underground conduits, site drainage, and the associated equipment, material and labor necessary to provide complete and usable storm sewers, sanitary sewers, force mains, piping and water lines.
- 304.01 Trench Excavation: Except as stated in Section 304.071.b of these Specifications, or unless shown otherwise in the Construction Drawings, trenches shall be excavated vertical to a width at least eight inches wider than the conduit exterior diameter, but less than two feet wider than the conduit exterior diameter, to a point twelve inches above the top of the conduit. When a trench box or other shoring methods are used the trench width may be widened to provide room for the trench box or shoring equipment.
- 304.02 Unsuitable Material: The foundation for the conduit bed shall be firm for its full length. Where unsuitable material is encountered it shall be removed to the depth directed by the Owner and for a width on each side equal to the diameter or span of the conduit and replaced with Type A or Type B backfill as defined in Section 304.08 of these Specifications. Rock or boulders encountered at the conduit bed shall

be removed at least four inches below the bottom of the conduit and replaced with granular material.

- 304.03 Conduit in Embankment: When a conduit is to be placed within an embankment or the top of the conduit is above the existing ground, the embankment shall be constructed to a point at least two feet above the top of the conduit, in accordance with the requirements of Item 203 ODOTCMS, before trenching for the conduit.
- 304.04 Excess Excavation: Unless otherwise stated on the construction drawings, the Contractor shall dispose of all excess excavation at his own expense.
- 304.05 Blasting Procedures: When it is necessary to resort to blasting with explosives, the Contractor shall use the highest degree of care and adequate protective measures so as not to endanger life, completed portions of the Project, and all other property, both public and private. Before conducting any blasting operations, the Contractor shall furnish the Owner, in writing, a schedule of intended blasting operations and shall give the Owner prior written notification of any changes in such schedule. The responsibility of the Contractor with respect to the use of explosives in blasting includes compliance with all laws, rules and regulations of the federal, state and local agencies, and the insurer which govern the storage, use, manufacturing, sale, handling, transportation, and other dispositions of explosives. The Contractor's operations shall be conducted with every precaution by trained, reliable personnel under satisfactory, experienced supervision. No blast shall be fired until all persons in the vicinity have had notice and reached positions out of danger. The Contractor shall be responsible for any and all damages resulting from the use of explosives. All firing shall be done by electric means only, and the Contractor shall make suitable provisions to prevent the scattering of broken rock, earth, stones, or other material during blasting operations.
- 304.051 All blasting operations shall be covered by public liability and property damage insurance.
- 304.052 Except in the case of continuous tunnel operations, all blasting shall be limited to specified daylight hours.
- 304.06 Removal of Water: The Contractor shall, at all times during construction, provide proper and satisfactory means and devices for the removal of all water entering the excavations and shall remove all such water as fast as it may collect in such a manner as shall not interfere with the prosecution of the work or the proper placing of masonry or other work. The Contractor shall not dispose of ground

and/or surface water into newly constructed or existing water lines or sanitary sewers. The Contractor shall, at the end of each day, place a watertight plug or cap at the end of the last joint to prevent water and/or materials from entering into the system. The plug or cap shall not be removed until the excavation is dewatered.

304.07 Bedding: All conduits shall be laid on bedding as described in these specifications and shown on the Construction Drawings. Unless otherwise shown, bedding shall be Class B. The bedding classifications are as follows:

304.071 Class A bedding shall be Class C concrete, plain or reinforced, as specified on the construction drawings and meeting the following minimum requirements.

- a) The concrete shall extend from the bottom of the trench, which shall be no less than six inches below the bottom of the conduit, to the springline of the conduit.
- b) The concrete shall extend to the full width of the trench which shall be a minimum of four inches horizontally beyond the outside diameter on each side of the conduit or have a minimum overall width centered on the conduit of one and one quarter times its outside diameter, whichever is greater.

304.072 Class B bedding shall be granular material as shown on Table 703.01 ODOTCMS, No. 6, 67, 68, or 7 aggregate, extending from a point 4 inches below the bottom of the conduit to the springline of the conduit.

304.073 Class C bedding shall be the natural undisturbed soil free from stones, topsoil, vegetation, debris, rubbish, peat or frozen material and shaped to fit the pipe with recesses shaped to receive the bell.

304.074 When the trench is excavated below the proposed grade, the excess depth shall be filled with Class A or B bedding material. When Class B or C bedding is permitted, Class B bedding shall be used in the areas of undercuts.

304.08 Backfill: All trenches and excavations shall be backfilled as specified herein as soon after the sewers, water line or other structures are completed and the particular type of construction and the circumstances will permit.

- 304.081 The type of backfill shall be:
- a) Type A: Granular material as specified in Item 703.11 ODOTCMS, Granular Material, Type 2.
  - b) Type B: Natural soil free from stones larger than two inches across their greatest dimension, topsoil, vegetation, debris, rubbish or frozen material.
  - c) Type C: Natural soil free from stones larger than six inches across their greatest dimension, vegetation, debris, rubbish or frozen material. When approved by the Owner, stones no larger than one cubic foot may be deposited at least three feet above the top of the pipe.
- 304.082 Unless the type of backfill is specified herein or on the construction drawings as either Type A backfill or Type C backfill, or unless otherwise ordered by the Owner, it shall be understood to mean that Type B backfill shall be used, whether actually specified on the construction drawings or not.
- 304.083 The backfill under and/or within five feet of existing or proposed roadways, paved shoulders, curbs, existing parking areas and drives shall be Type A.
- 304.084 When Class A bedding or concrete encasement is used, the trench or excavation shall not be backfilled for at least twenty-four hours after placing the concrete, except that the conduit may be covered to a depth not to exceed twelve inches in order to afford protection. The method employed in depositing the backfill shall be such as to prevent damage to the concrete bedding, encasement, sewer or other structures.
- 304.085 All backfilling operations and placement of the backfill material shall be conducted so as to protect the conduit, its appurtenances and structures from damage. Equipment which will cause the trench loads to exceed the pipe strength, shall be kept at least five feet away from the trench.
- 304.086 When Class B bedding is required, for flexible conduit the Contractor shall fill the trench from the top of the previously

placed Class B bedding to a horizontal plane twelve inches above the top of the conduit with Type A backfill material, regardless of the backfill requirements for the remainder of the trench.

- 304.087 When Type A backfill is called for, the material shall be placed and compacted so as to obtain ninety-eight percent of its maximum laboratory dry weight. When Type B backfill is called for, the backfill shall be carefully selected, carefully placed and compacted to ninety-six percent of its maximum laboratory dry weight in accordance with Item 203 ODOTCMS. When Type C backfill is permitted, the backfill shall be carefully placed and compacted to ninety-two percent of its maximum laboratory dry weight in accordance with Item 203 ODOTCMS. Compaction tests shall be provided by the Contractor as requested by the Owner to verify backfill compaction complies with the Owner's requirements. The Contractor shall bear all costs for this work.
- 304.088 Regardless of the backfill method used or testing results obtained, the Contractor shall be responsible to correct any settlement or deterioration of the backfill and restore the area.
- 304.089 Concrete structures built in place shall not be backfilled until permitted by the Owner.
- 304.09 Concrete Encasement: The Contractor shall provide and place Class C concrete from the bottom of the trench, which shall be no less than six inches below the bottom of the conduit to the top of the conduit.
- 304.10 Tunneling, Boring and Jacking: This work shall include the furnishing of all labor, equipment and material necessary to install tunnels, boring and jacking as shown on the plans. Work includes all clearing and grubbing; removal and restoration of fences, sidewalks, pavements and other property; excavation; grouting and pumping sand or other granular material inside and outside the tunnel or bore as described herein; providing all liner plates, steel pipe or conduit, grout, sand or granular material; providing and removing all dewatering and pumping systems; all shoring, cribbing and sheathing; testing; and any other work required to provide a complete, usable tunnel, bore or jacking of pipe, conduit or sleeves.
- 304.101 All work within the right-of-way of private companies and public agencies shall conform to the requirements and

regulations of the respective companies or agencies. The Contractor shall obtain permits for any railroad or local, state or federal highway crossing, shall coordinate scheduling of construction of such crossings with railroads and highway departments, and shall pay any charges established by those companies or agencies. Special construction requirements defined by railroads or highway departments shall be adhered to by the Contractor.

- 304.102 Tunnel liners shall conform to Section 211 of these Specifications. In excavating the tunnel, care shall be exercised to trim the surface of the excavated section to a true line and grade with the excavation conforming to the outside of the tunnel plates as nearly as possible. In the installation of the tunnel or shaft liner, the length of unsupported tunnel or shaft shall be no greater than one and one half times the laying length of a liner plate or pipe. Liners shall be placed as promptly as excavation permits. Upon the completion of any ring of liner plates, bolts shall be retightened in the two rings previously completed. Should the top half of the tunnel excavation be supported by cutting shield, excavation shall not advance beyond this support. The vertical face of the excavation shall be supported as necessary to prevent sloughing and interruptions to the tunneling operations.
- 304.103 Installation of steel casing pipe or conduit by the boring method shall be done using an auger type boring machine or a machine of such a design as to meet the individual requirements of the railroad or the local, state or federal highway system being crossed. The Contractor shall provide an approach pit, completely sheathed and of sufficient size to accommodate the lengths of conduit and the operation of the boring equipment. The operation of the boring equipment shall be subject to continuous checking by the Contractor to insure proper alignment of the casing pipe.
- 304.104 The Contractor shall provide an approach pit for the jacking operation, excavated so that the jacking face is a minimum of three feet above the conduit. This open face will be shored securely to prevent displacement of the embankment. The pit shall include a backstop of sufficient size to take the thrust of the jack. Care shall be exercised in placing the guide rails to insure that the conduit will be accurately constructed to line and grade. The entire approach pit shall be sheathed. Hydraulic or mechanical

jacks may be used in this operation. The number and capacity of the jacks shall be adequate to complete the operation. A jacking head shall be used to transfer the pressure from the jacks and the jacking frame to the pipe. If an auger is used, the pipe shall be jacked simultaneously with the augering. The construction work shall be checked by the Contractor at frequent intervals to insure proper line and grade of the installation.

- 304.105 Any space existing outside the tunnel liner shall be grouted at low pressure through holes provided in a sufficient quantity in the liner. The pressure grouting shall preferably begin at the lowest middle hole of each grout section, the grout holes above being open, and proceed upward progressively and simultaneously on both sides of the tunnel. Grouting shall be done as near the end of the liner as practicable and, if deemed necessary, grout stops shall be placed behind the sections at or near the end of the erected lining to permit grouting to or near the end. Unless shown otherwise on the construction plans, the space between the conduit and the liner will be filled with clean sand conforming to Item 703.02 ODOTCMS. An end dam shall be constructed at both ends of the tunnel liner.
- 304.106 The space between the conduit and the casing pipe shall remain empty of sand or grout. The conduit shall be separated in the casing pipe on spacers. The spacers and end dams shall be as shown on the Standard Construction Drawings.
- 304.11 Miscellaneous Work: All items of work called for on the construction drawings or in these specifications for which no specific method of payment is provided shall be performed by the Contractor and the cost of same shall be included in the price bid for the various related items.
- 304.12 Field Tile: All field tile and storm sewer broken during excavation shall be replaced by conduit of the same size and with material equal to or better than the original conduit unless otherwise authorized by the Owner.
- 304.13 Temporary Pavement Replacement: Temporary pavement replacement shall be provided for all pavement damaged or removed by the Contractor. Temporary pavement shall be installed as soon as the trench has been backfilled. The Owner may require that all materials and equipment incidental to providing the temporary pavement be on the job site prior to removing the existing pavement.

Unless otherwise approved by the Owner, the temporary pavement shall consist of two inches of bituminous cold mix, placed upon six inches of compacted aggregate base, Item 304 ODOTCMS. Temporary pavement shall be maintained by the Contractor until permanent pavement is installed, at no additional cost to the Owner.

304.14 Permanent Pavement Replacement: The pavement shall be replaced by first removing the temporary pavement down to the clean granular material and removing the existing pavement for at least twelve inches beyond the trench limits on each side. The pavement to be removed shall be neatly sawed not more than seventy-two hours prior to the placing of permanent pavement materials. The permanent pavement replacement materials and workmanship shall be at least equivalent to the existing pavement being replaced, as determined by the Owner. After removal of the temporary pavement and sawing of the existing pavement edges and prior to the placing of the permanent pavement, Tack Coat, Item 407 ODOTCMS, shall be applied to the exposed existing pavement edges, and Prime Coat, Item 408 ODOTCMS, shall be applied to the base material.

304.15 Traffic Control: The Contractor shall submit a plan and schedule for detouring traffic fourteen days prior to the closing of any road. Any temporary closing of a road does not relieve the Contractor of the responsibility to provide access to the property by emergency vehicles and the owners.

Where it is anticipated that work will close a road, the Contractor shall inform the agency in control of the right-of-way, the local law enforcement agency, the local fire department, the County Engineer and the Owner as to the extent, nature, and time of the closing. The Contractor shall post pre-closing notification signs along the road(s) to be closed one week in advance and shall have a notice printed in a local newspaper three days prior to the closing, stating the extent, nature and time of the closing. Adequate lights, signs, flagmen and barricades shall be used as required in Item 614 ODOTCMS to safeguard the traveling public at all times. All trenches shall be backfilled or have steel plates securely fastened during non-working hours. No road shall be closed until the schedule is approved by the Owner and the agency in control of the right-of-way. No existing traffic flow shall be altered until the Contractor submits in writing a request for approval of the alteration of traffic. The request shall be directed to the Owner and the agency in control of the right-of-way. Approval shall be considered only when received in writing.

304.16 Restoration of Surfaces: All surfaces, including grass or lawn, pavement, sidewalk, curbing, and other surfaces disturbed or

destroyed during and as a result of the construction shall be replaced by the Contractor as specified herein.

304.161 The Contractor shall, before starting trench excavation, remove the top soil to a depth shown on the Construction Drawings or six inches, whichever is greater within the limits to be excavated and store the top soil separate from other soil as described in Section 302 of these Specifications. If necessary, he shall acquire additional area to provide for such separate storage of topsoil.

304.162 After the completion of conduit construction and basic trench backfill, the Contractor shall replace and redistribute top soil in the affected areas to a depth of six inches, shall make due allowance where embankment is required and shall re-excavate the basic trench backfill where necessary to allow for the top soil fill. Unless otherwise provided, the Contractor shall perform restoration of surfaces as the work progresses and will be directed to cease excavation and the laying of conduit until such restoration is accomplished. After topsoil is replaced, any settlement below the original ground surface occurring within the guarantee period shall be refilled with topsoil equivalent to the original material. The Soil Erosion and Sediment Control requirements of Section 302.03 of these Specifications shall be followed throughout the restoration process.

304.163 All sod replacement, seeding and plantings work shall be performed as required and in accordance with Section 310 of these Specifications.

304.164 All pavement damaged or removed during construction shall be replaced per the Construction Drawings and the requirements of these Specifications.

304.165 All sidewalks damaged or removed during construction shall be replaced in kind.

304.166 All curbs damaged or removed during construction shall be replaced in kind.

304.167 Any other surfaces or property damaged or removed during construction shall be replaced in kind.

305 SANITARY SEWER INSTALLATION: This section describes the work required to install sanitary sewers, force mains, including the pipe, fittings, valves, manholes, and structures. The work includes all clearing and grubbing; removal

and restoration of fences, sidewalks, pavements, and other property; trenching; bedding and backfill, construction; providing and removing all dewatering and pumping systems; all shoring, cribbing and sheathing; testing; and any other work associated with installing complete, usable conduits, including tees, wyes, manholes, and structures. The requirements stated in this chapter are in addition to those stated in Chapter I and Section 304, whether or not a specific section is referenced herein.

305.01 Materials: The sanitary sewer line, force mains, and associated materials and equipment shall be as shown on the construction drawings and specified in Chapter II of these specifications as follows.

305.011 Sewer Pipe Section 208

305.012 Manholes Section 209

305.013 Sewer Pressure Pipe Section 210

305.014 Tunnel Liners Section 211

305.015 Steel Casing Pipe Section 214

305.02 Trench Excavation: Trenches shall be excavated in accordance with Section 304.01 of these specifications.

305.03 Bedding: Bedding shall be placed in accordance with Section 304.07 of these specifications.

305.04 Laying Conduit: Except where otherwise directed by the Owner, the conduit shall be laid starting at the lowest point with the bell or groove end laid upgrade. The bottom segment of the conduit shall be in contact with the shaped bedding throughout its full length. All conduit shall be laid with ends abutting and true to line and grade. Line and grade for sanitary sewer conduit shall be established by the Contractor using batter boards, laser beam or other approved methods. Any method used shall provide a means to periodically check the accuracy of the method being used.

305.041 The method of joining conduit sections shall be such that the ends are fully entered and sealed. The inner surfaces shall be reasonably flush and even with all possible care being used when joining the conduit to insure that the conduit ends are clean. Gaskets shall be installed in accordance with the manufacturer's recommendations. All connections with structures shall be made watertight, using an approved flexible watertight joint.

- 305.042 Concrete blocking, supports and buttresses shall be provided at all tees, bends, valves and at any other location shown on the construction drawings or directed by the Owner. These concrete structures shall be Class C concrete per Section 205 of these Specifications and shall be built to the lines, grades and dimensions shown on the Construction Drawings.
- 305.043 During any construction where the outside temperature is below 40 degrees Fahrenheit all rubber gaskets and lubricants shall be kept in an area heated to at least 40 degrees Fahrenheit until needed. No gasket or lubricant shall be out of the heated area more than 5 minutes before being placed in the bell or on the spigot of the pipe. The Contractor shall lubricate all joints according to the manufacturer's recommendations.
- 305.044 The Contractor shall furnish and install, prior to testing, all fittings, air release valves, wyes and service taps in the number and sizes shown on the construction drawings, or at locations selected by the Engineer. All appurtenances are to be furnished and installed by the Contractor.
- 305.045 The Contractor, in connection with the laying of the sewer line, shall furnish and install all valves as shown or as directed by the Owner. Valves will be provided with mechanical joint ends, unless otherwise shown or approved by the Owner. The Contractor shall furnish and lay any special casting necessary to make the valve installation as shown on the construction drawings.
- 305.046 The Contractor shall furnish and lay all closure pieces, special bends and fittings necessary for construction of the pipe along the route shown by the construction drawings.
- 305.05 Backfill: All trenches and excavations shall be backfilled in accordance with Section 304.08 of these specifications. Metallic detectable underground marking tape shall be installed above all sewer force mains. Tape shall be green encased aluminum foil. The tape shall bear the words "**CAUTION Sewer Force Main**", permanently printed on the tape. The tape will meet APWA color code and shall be three (3) inches in width.

305.06 Trench Dams: Trench dams shall consist of predominately clay soil or a mixture of predominately clay soil and bentonite. Trench dams are to be constructed on all sanitary sewer gravity main lines at intervals not to exceed four hundred feet and shall be located approximately twenty-five feet upstream of manholes, lift stations and other structures. Trench dams shall also be located twenty-five feet downstream of storm ditch crossings or underground water sources, or as directed by the Owner. Trench dams shall not be installed at wyes, risers, laterals, utility crossings, or pavement crossings, or in granular backfill areas. The minimum length of an individual trench dam shall be five feet. The width shall extend fully from the excavated trench wall to the opposite excavated trench wall. The height of trench dams shall extend from the excavated trench bottom to within two feet of the existing ground surface.

305.061 Trench bottoms within the proposed trench dam area may be excavated by machine to the proposed pipe spring line. The area shall then be carefully excavated by hand or similar means so as to accommodate and properly support the pipe without the use of bedding aggregate and properly support the pipe with a predominately clay material.

305.062 The area above the installed pipe shall be backfilled with clay and/or bentonite materials. The placement and compaction of the backfill shall be in accordance with Item 203 (ODOTCMS). The method of installation shall also conform to the pipe manufacturer's published recommendations.

305.063 Deviations from any of the above listed requirements shall not be allowed without a written request from the Contractor and consequent written approval by the Owner. The cost for this work shall be included in the price bid for other various related items.

305.064 Trench dams shall also be provided immediately upstream of the mainline sewer on all service connections at the time of the construction of the service connection.

305.07 Manholes and Special Structures:

- 305.071 Construction for the item specified shall conform to the Construction Drawings and be placed at the locations and elevations shown or ordered except that the height of any unit may be changed to meet finished grade.

Adequate precautions shall be taken to prevent concrete or mortar from freezing. Brick, concrete block, etc., having a temperature of 40 degrees Fahrenheit or less shall not be set with mortar until heated for a period sufficient to insure a temperature of 50 degrees Fahrenheit to 80 degrees Fahrenheit throughout the entire mass of the material.

Iron frames, taps and covers shall be of the type and set as called for on the construction drawings or standard drawings. Special care shall be exercised to prevent the entrance of earth or debris into the pipe lines connecting with the manhole or special structure. All such earth or debris resulting from the construction operations shall be removed.

- 305.072 Manholes shall conform to Section 209 of these Specifications. The precast bottoms and sections shall be provided with lifting lugs and reinforced for handling. Bottoms shall be set so as to have a uniform bearing on at least 4 inches of granular material as shown on Table No. 703.01 ODOTCMS, No. 67 aggregate. The invert channel shall be the true shape of the lower half of the sewer conduit. The sewer shall be connected to the manhole with a flexible watertight joint of approved manufacture using a rubber sleeve with stainless steel banding or a rubber gasket that seals through compression or expansion.

- 305.073 Concrete structures poured in place or constructed of brick or masonry units shall be constructed in accordance with Item 511 ODOTCMS.

- 305.074 Excavation shall be such that ample room for construction is provided and shall include the removal of any obstruction which is necessary to provide ample room.

- 305.075 The backfilling shall follow the completion of the work as closely as the type of construction will permit. The backfill material for all manholes and structures shall be Type A backfill in accordance with Section 304.081 of these

## Specifications.

- 305.076 If it becomes necessary to locate a manhole in an existing ditch line, the Contractor shall relocate the ditch behind the manhole. When the manhole is located in a flood plain or a ditch line when it is impractical to relocate the manhole so that the manhole casting is above the one hundred year flood elevation, the frame and lid installation shall be watertight with the lid bolted to the frame and the frame bolted to the manhole.
- 305.08 Force Main Testing: A hydrostatic test shall be performed in accordance with Section 306.06 of these specifications and as required in applicable sections of AWWA C600 shall be applied to the whole or to individually isolated sections of the force main either before or after the trench is backfilled. The pressure during the test shall be maintained at 150 psi or one and a half times the working pressure, whichever is greater, in any section being tested. The duration of each pressure test shall be at least two hours. The Contractor shall furnish all gauges, materials, make all taps required and furnish a pump, piping, all other equipment and all assistance necessary for conducting the tests. Before applying the specified pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made by the Contractor at points of highest elevation or as required. Taps shall be of the sizes as shown on the construction drawings or as directed by the Owner.
- 305.081 Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within 5 psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water. No pipe installation will be accepted until this leakage evaluated on a pressure basis of 150 psi is less than 1.99 U.S. gallons per hour per one hundred joints of twelve inch nominal diameter pipe and correspondingly varied for other sizes of pipe as provided in the AWWA Specifications.
- 305.082 Any testing performed against existing valves shall be at the Contractor's risk and in strict compliance with the requirements of the Owner. If unable to achieve the required test results the Contractor shall disconnect from the existing valve, plug the line and retest until satisfactory results are obtained. Any damage caused to existing facilities shall be repaired at the Contractor's expense.

305.09 Sewer Testing: The Contractor shall furnish all labor, equipment, and materials which are required to test the sections of the sanitary sewer conduit and manholes for tightness. The Contractor shall perform the air/vacuum test unless infiltration or exfiltration testing is approved by the Owner, prior to the beginning of the construction of the sewer to be tested by an infiltration or exfiltration test. All tests shall be conducted in the presence of the Owner. The tests for leakage shall include all portions of the sanitary sewer system, including manholes and service lines, that are installed by the Contractor. The sewer shall be tested in sections, each section extending between two consecutive manholes or from the end of the sewer to the nearest manhole. No test shall be performed until the sewer line has been backfilled for at least sixty days.

305.091 When using the air test the inlet end of the upstream and downstream manhole shall be closed with an airtight bulkhead. The sewer shall then be put under pressure to 3.5 psig. The minimum time requirements for the 0.5 psig pressure drop from 3.5 psig to 3.0 psig shall not be less than the following:

Pipe Size (Inches)	Time
4	1 min. 53 sec.
6	2 min. 51 sec.
8	5 min. 04 sec.
10	7 min. 54 sec.
12	11 min. 24 sec.
15	17 min. 48 sec.
18	25 min. 38 sec.
21	34 min. 54 sec.
24	45 min. 35 sec.
27	57 min. 42 sec.

An air pressure correction is required when the prevailing ground water is above the sewer line being tested. Under this condition, the air test pressure must be increased 0.5 psig for each foot the ground water level is above the invert of the pipe.

305.092 All manholes shall be vacuum tested in accordance with ASTM C 1244. The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendations.

A vacuum of ten inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop one inch.

The manhole shall pass if the time for the vacuum reading to drop from ten inches of mercury to nine inches of mercury meets or exceeds the values indicated in the following table.

If the manhole fails the initial test, necessary repairs shall be made by an approved method. The manhole shall then be retested until a satisfactory test result is obtained.

Minimum Test Times for Various Manhole Diameters

Depth (Feet)	Diameter (Inches)								
	30	33	36	42	48	54	60	66	72
	Time (Seconds)								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	28	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	58	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	70	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	63	74	87	98	108	121

305.093 When PVC pipe is used, a deflection test shall be made by pulling through the sewer a rigid ball or mandrel having a diameter equal to ninety-five percent of the inside diameter of the pipe. The mandrel shall have an odd number of runners, with seven as the minimum number. This test shall be run no sooner than sixty days after the sewer is backfilled.

305.094 Upon receiving approval from the Owner, the Contractor may use an infiltration or exfiltration test. The allowable leakage shall not exceed one hundred gallons per day, per mile of pipe per inch of pipe diameter. No test shall run for less than sixty minutes.

- a) If the infiltration test is selected, each section of pipe to be tested shall be covered with not less than two

feet of ground water above the top of the pipe at the highest point in the section being tested. The incoming sewer or sewers in the upper end of the test section shall be securely sealed. The quantity of ground water infiltration into the test section shall be measured and shall not exceed allowable leakage.

- b) If the exfiltration test is selected, the inlet end of the upstream and downstream manhole shall be closed with a watertight bulkhead. Then the sewer along with the upstream manhole shall be filled with water until the elevation of the water in the upstream manhole conduit in the section being tested or two feet above the existing ground water in the trench, whichever is the higher elevation. The length of the section to be tested shall be filled and maintained full of water for a period of approximately twenty-four hours prior to the start of the test. If the water level in the upper manhole has dropped during this twenty-four hour period, the level shall be raised to the test elevation mark and the test made. The exfiltration amount will be determined by measuring the volume of water required to keep the water level in the upstream manhole at the test elevation mark.

305.10 Wye Poles: The Contractor shall furnish and place, as directed, approved wye poles made of two inch by four inch lumber at all wye locations, ends of extended services, or at the end of each riser where risers are required. The wye poles shall extend above the ground at least three feet. In addition, the Contractor shall anchor a section of rebar, eighteen inches in length, to the wye pole for detection. The rebar shall be installed vertically in such a manner so as to provide six inches of cover over the top. The cost of these poles shall be included in the price bid for the various sewer items.

305.11 Risers: Risers, if called for on the construction drawings, shall be placed at the mainline sewer to the lengths specified.

305.12 Service Connections and Lines: The requirements for Chapter III of these Specifications are modified for service connections and lines as follows:

305.121 Service or house connections shall not be connected to the lateral or mainline sewers until full approval of said lateral or main line sewer has been received.

- 305.122 The sewer service lines shall be clay, PVC or ductile iron pipe, as specified in Section 208 of these specifications, with watertight joints and proper fittings for all changes in alignment or grade. Only adapters approved by the Owner shall be used to change from one pipe material to another in any sewer line. Sewer service lines shall be no less than six inches in diameter and shall be laid at a minimum slope of one-quarter inch per linear foot. The Owner may, by special permission in each case, authorize the building sewer to be laid at a minimum slope of one-eighth inch per linear foot if it is determined to be necessary. The interior of each length of pipe shall be made perfectly clean and free from offsets, fins, and projections before the next length is connected thereto. The Owner may require that the watertightness of the sewer service line be demonstrated by the testing procedures established in Section 305.09 of these Specifications.
- 305.123 Existing sewers may be used in connection with new buildings or alterations to existing buildings only when it can be demonstrated that such sewers conform in all respects to the requirements contained herein for new building sewer services. The Owner may make an exception as to the size of old building sewers provided they are not less than 4 inches in internal diameter, and otherwise meet the requirements of this section. Sewer service lines constructed parallel to any exterior wall, cellar, basement or cistern shall be at least three feet away. Sewer service lines shall have at least two feet of earth or stone cover.
- 305.124 All excavation for sewer service lines shall be by open cut from the surface. The sides of the trench shall be vertical, using such sheathing and bracing as necessary to accomplish this result. The bottom of the excavation shall be shaped to fit the lower half of the sewer pipe so that the pipe will have uniform bearing. Adequate bell holes shall be excavated at each joint. In the event the trench is excavated below the required grade of the pipe, the excess space shall be filled with the stone specified for the Class B bedding. The width of the trench at the top of pipe shall not exceed two feet plus the outside diameter of the pipe nor shall the width be less than one foot, plus the outside diameter of the pipe. When unstable, soft or spongy conditions are encountered at the trench bottom, such material shall be removed and replaced with clean, crushed stone sufficient to stabilize the trench bottom to support the pipe to a true line

and grade. Water, gas, telephone, electric or cable lines shall not be laid in the same trench as the building sewer.

305.125 The building sewer shall be backfilled to an elevation at least 12 inches over the top of the pipe by tamping in finely graded soil or granular material in six-inch layers. Soil containing stones larger than two inches in the greatest dimension shall not be used for this portion of the backfill. The balance of the backfill shall be made in accordance with the requirements of Type C backfill, Section 304.08 of these Specifications.

305.126 Connection to existing wye branches shall be made carefully to avoid damage to the bell of the branch or to the lateral sewer. Such damage as may occur shall be repaired as directed by the Owner. Connections to a sewer at a point where no wye branch has been provided shall be made using a tapping saddle.

305.127 The permit holder shall repair or restore any drains or service lines damaged or disturbed during the construction of the sewer service line.

305.128 Surface water, which collects in basement or foundation excavations, shall not be discharged at any time into the sewer service line. If the sewer service line is completed before the plumbing is connected thereto, it shall be tightly closed at all times with a plumber's plug or other watertight plug in order to prevent surface or ground water from entering the sanitary sewer system.

305.13 Water Connections: No downspouts, surface inlets, foundation drains or any other source of ground or surface water shall be connected either directly or indirectly to or discharged into any part of the sanitary sewer system.

306 **WATER LINE INSTALLATION**: This section describes the work required to install water lines including the pipe, valves, fittings, and appurtenances. Work includes all clearing and grubbing; removal and restoration of fences, sidewalks, pavements, and other property; trenching; bedding and backfill, construction; providing and removing all dewatering and pumping systems; all shoring, cribbing and sheathing; testing; and any other work associated with installing complete, usable water lines, including taps, fire hydrants, air releases, and structures. The requirements stated in this section are in addition to those stated in Chapter I and Section 304 of these Specifications whether or not a specific section is referenced herein.

306.01 Materials: The water line and associated materials and equipment shall be as shown on the construction drawings and specified in Chapter II of these specifications as follows:

306.011	Water Line Pipe	Section 213
306.012	Steel Casing Pipe	Section 214
306.013	Valves	Section 213
306.014	Water line Accessories	Section 213
306.015	Tunnel Liners	Section 211
306.016	Cement & Concrete	Section 205

306.02 Trench Excavation: Trenches shall be excavated in accordance with Section 304.01 of these Specifications.

306.03 Bedding: Bedding shall be placed in accordance with Section 304.07 of these Specifications.

306.04 Laying the Conduit: The general location of the water line and fittings are shown on the construction drawings. If unforeseen conditions arise during construction, the horizontal location of the water line may be changed as directed by the Owner. If it is necessary to change the grade of the water line, it shall be lowered unless specific approval to raise the water line is given by the Owner. Unless otherwise shown or approved, the water line is to be installed with a minimum of four feet of cover to the top of the water line from the existing or proposed ground or finished curb grade.

306.041 Concrete blocking, supports and buttresses shall be provided at all tees, bends, valves and at any other location shown on the construction drawings or as directed by the Owner. These concrete structures shall be Class C concrete per Section 205 of these Specifications and shall be built to the lines, grades and dimensions shown on the Standard Construction Drawings.

- 306.042 During any construction where the outside temperature is below 40 degrees Fahrenheit, all rubber gaskets and lubricants shall be kept in an area heated to at least 40 degrees Fahrenheit until needed. No gasket or lubricant shall be out of the heated area more than five minutes before being placed in the bell or on the spigot of the pipe. The Contractor shall lubricate all joints according to the manufacturer's recommendations.
- 306.043 The Contractor shall furnish and install, prior to testing, all fittings, air release valves and water service taps in the number and sizes shown on the construction drawings or at locations selected by the Owner. All appurtenances are to be furnished and installed by the Contractor.
- 306.044 The Contractor, in connection with the laying of the water line, shall furnish and install all valves as shown or as directed by the Owner. Valves shall be provided with mechanical joint ends, unless otherwise shown or approved by the Owner. The Contractor shall furnish and lay any special casting necessary to make the valve installation as shown on the construction drawings.
- 306.045 The Contractor shall furnish and lay all closure pieces, special bends and fittings necessary for construction of the pipe along the route shown by the construction drawings.
- 306.05 Backfill: All trenches and excavations shall be backfilled in accordance with Section 304.08 of these specifications.
- 306.06 Hydrostatic Tests: A hydrostatic test as required in applicable sections of AWWA C600 shall be applied to the whole or to individually isolated sections of the water lines and fire hydrant leads either before or after the trench is backfilled. The pressure during the test shall be maintained at 150 psi or one and a half times the working pressure, whichever is greater, in any section being tested. The duration of each pressure test shall be at least two hours. The Contractor shall furnish all gauges, materials, make all taps required and furnish a pump, piping, all other equipment and all assistance necessary for conducting the tests. Before applying the specified pressure, all air shall be expelled from the

pipe. To accomplish this, taps shall be made by the Contractor at points of highest elevation or as required. Taps shall be of the sizes as shown on the construction drawings or as directed by the Owner.

306.061 Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within 5 psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water. No pipe installation will be accepted until this leakage (evaluated on a pressure basis of 150 psi) is less than 1.99 U.S. gallons per hour per 100 joints of twelve inch nominal diameter pipe and correspondingly varied for other sizes of pipe as provided in the AWWA Specifications.

306.062 Any testing performed against existing valves shall be at the Contractor's risk and in strict compliance with the requirements of the Engineer. If unable to achieve the required test results, the Contractor shall disconnect from the existing valve, plug the line and retest until satisfactory results are obtained. Any damage caused to existing facilities shall be repaired at the Contractor's expense.

306.07 Disinfection of Potable Water Facilities: The completed potable water facilities shall be disinfected by the Contractor in accordance with the applicable sections of AWWA C651 (water mains, valves and fire hydrants); C652 (storage facilities); C653 (water plants); and C654 (wells). All labor, material, and equipment required for disinfection and testing will be furnished and paid for by the Contractor, including disinfection taps, blow-off taps, tapping valves, sufficient tubing or pipe to extend outside the trench, and an operable valve above ground. Blow-offs will be installed at the end of all runs, one foot from each plug, and at the connection point where connection to a live line is made. After all tests have passed, the Contractor shall remove the blow-off assembly and shall leave the corporation stop in the off position. Bacteria tests shall be taken at set locations as directed by the Owner. Failure of any test will require retesting of the system on the supply side of the test location. All tests are the responsibility of the Contractor. The Contractor shall coordinate this work with the Owner. The time of the testing and section of line or facility to be disinfected shall be approved by the Owner.

306.08 Valves: Valves larger than two inches shall conform to Section 213.03 of these Specifications. Valves two inches and smaller shall conform to Sections 213.03 and 213.05 of these Specifications.

306.081 If the top of the operating nut is more than 36 inches below the finished grade, an extension stem shall be provided to place the operating wrench nut between twenty-four inches and thirty-six inches of the finished grade. Cost of extension items shall be included in the unit price bid for the various valve types and sizes.

306.082 Unless otherwise noted on the construction drawings or directed by the Owner, all valves larger than two inches shall be provided with Standard Valve Boxes. Covers for the boxes shall be marked "WATER". All boxes shall be provided with the necessary extensions to bring the top of the box to the finished grade. All valve boxes shall be installed such that they are centered vertically over the valve operating nut and such that the box provides maximum cover of the operating housing. Boxes that are to be installed in areas subject to vehicular travel shall be the Traffic Type Valve Boxes. All valve boxes shall be as shown on the Standard Construction Drawings.

306.083 Concrete piers or supports shall be provided under all valves per Section 306.041 of these Specifications.

306.084 All valves which affect the flow of water through active lines are to be operated by the Owner's personnel only.

306.09 Tapping Water Lines, Water Service: Tapping sleeves and saddles shall conform to Sections 213.05 and 213.06 of these Specifications and valves shall conform to Section 213.03 of these specifications except that the inlet joints of the valves shall be designed for the sleeve provided and be designed to permit free passage of the tapping machine cutters.

306.091 For installation of taps larger than two Inches the sleeves and valves shall be tested under 150 psi water pressure, for a minimum of fifteen minutes after the sleeves and valves are installed, but before any cut is made or any concrete supports or backers installed. When the valves and sleeves show no

leaks, the Contractor shall make the cut through the wall of the pipe to be tapped under pressure, and pour the concrete supports and backers as required. All tapping valves shall be provided with Standard Valve Boxes as provided under Section 306.082 of these Specifications unless otherwise specified.

- 306.092 For a water service two inches or smaller, the control valves and box shall be located one foot from the edge of the proposed sidewalk between the sidewalk and the curb or one foot inside the proposed right-of-way or easement line. In new developments, taps shall be made and the service line laid within the right-of-way and/or under proposed pavement areas after these areas are rough graded, prior to the installation of the proposed pavement. If service line is laid in an open cut, the trench shall be backfilled in accordance with Section 304.08 of these Specifications. Prior to backfilling, all water service taps shall be pressure tested from the water line connection to the control valve and all leaks shall be repaired.
- 306.093 The control valve may, with Owner approval, be the tapping valve for water services larger than two inches which do not cross under existing or proposed pavement.
- 306.094 Water service lines and water lines larger than two inches shall be tested, in accordance with Section 306.06 of these Specifications, between the tap and the last valve or between the meter inlet and the valve on the bypass line. Water service lines two inches and smaller shall be tested at normal water pressure unless they are installed with the water line in which case they will be tested per Section 306.06 of these specifications. All service lines or water lines shall be disinfected and tested per Section 306.07 of these Specifications.
- 306.095 No service line shall be less than three-quarter inch internal diameter. If necessary to provide adequate supply and pressures, larger size lines may be required by the Owner.
- 306.096 When a water service is installed in a right-of-way or

easement which has storm drainage ditches, the control valves, including curb stops, shall be located so that the top of the valve box is horizontal and flush or within two inches of surrounding ground and at least one foot above and two feet outside of the one hundred year storm water level. When the valve box top cannot be installed above the one hundred year flood elevation, the Owner shall direct the Contractor as to the location of the valve.

306.097 All water service lines shall be laid forty-two inches below the ground or pavement surface. No water service line shall be laid in the same trench with a sewer, sewer service, gas, electric, telephone or cable line. All water services to be constructed in or across existing paved roads shall be done by boring or jacking the line under the road unless written permission is given to open cut the paved road from the agency having control of the right-of-way. The jacking procedure used shall not bend or kink the service pipe, nor strain the pipe joints.

307 SITE PIPING: This Work shall include the furnishing of all labor, equipment and materials necessary to install the sanitary piping, water lines, and drain lines, including fittings, valves and appurtenances. Said installation shall conform to the lines, grades and details shown on the Construction Drawings. Work includes all clearing and grubbing unless otherwise shown as a separate item; trenching; installing, operating, and removing all dewatering and pumping systems; all shoring, cribbing and sheathing; backfill and bedding; testing; and all other work associated with installing complete and usable piping systems. The requirements stated in this section are in addition to those stated in Chapter I and Section 304 of these Specifications, whether or not a specific section is referenced herein. The limits of the site piping shall be from the first pipe joint or connection outside the face of the building, plant, tank or other structure to the boundary lines of the site. Manholes, inlets, end walls, headwalls, and similar structures shall be included with the site piping unless shown as separate pay items. Furnishing and installing through-the-wall piping in tanks, building, or other structures, shall be included in the price of the structure.

307.01 Materials: The site piping shall be of the size and kind shown on the construction drawings and constructed of the materials described in Chapter II of these Specifications:

307.011 Underground Piping:

a) Gravity Wastewater Section 208

- b) Pressure Wastewater Section 210
  - c) Waterline Section 213 or ASTM D2241, SDR 18, with ductile iron fittings meeting AWWA C153, cement-lined per AWWA C104.
- 307.012 Manholes Section 209
- 307.013 Valves Section 213.
- 307.014 Water line accessories Section 213.
- 307.015 Air Piping Section 213.
- 307.016 Above-Ground Piping: Notwithstanding the material specified in 307.011 through 307.015, all of the above-ground piping shall be standard weight steel pipe with flanged joints and fittings per AWWA C207 and C208; or flanged ductile iron pipe, Class 350, AWWA C150, with cement lining per AWWA C104.
- 307.02 Underground Construction: Underground construction shall conform to Sections 304, 305 and 306 of these Specifications.
- 307.03 Testing: Testing shall be in accordance with Section 305.09 for sewers and Section 306.06 for water and air piping.
- 307.04 Chlorination: The completed potable water facilities shall be disinfected by the Contractor in accordance with Section 306.07.
- 308 STONE AND PAVED ROADS AND AREAS: Roads and stone areas shall be constructed as shown on the Construction Drawings and in accordance with referenced sections of the ODOTCMS.
- 309 FENCE: Description: Fence shall be constructed in accordance with Item 607 ODOTCMS, Type CLT, except that the fence shall be six feet high. Fencing shall be erected at the location and as shown on the Construction Drawings. Detailed erection drawings shall be submitted on fence material, posts, and gates.
- 310 SEEDING, SODDING, AND PLANTINGS: This item shall include seeding, sodding, planting and fertilizing all unimproved areas, and planting trees and shrubs as shown on the Construction Drawings or as directed by the Engineer.
- 310.01 Reference Specifications: The work shall be performed as required and in accordance with the following specifications, except as modified herein:

- 310.011 Seeding and Mulching - Item 659 ODOTCMS - All areas disturbed during construction shall be restored to their original condition and elevation. These areas shall be seeded and mulched. The Contractor shall provide a seed bed free of stones and other deleterious materials. If the equipment used to prepare the seed bed is not capable of removing the stones or deleterious materials, the Contractor shall hand rake the seed bed. If this does not remove adequate deleterious material from the seed bed, the Contractor shall be required to supplement the seed bed with suitable material to provide the proper seed bed. All areas shall be seeded as per the urban seed mix of Item 659.09 ODOTCMS unless otherwise directed by the Owner.
- 310.012 Sodding - Item 660 ODOTCMS
- 310.013 Planting Trees and Shrubs - Item 661 ODOTCMS
- 310.014 Fertilizer - Item 659 ODOTCMS

- 311 RESTORATION OF DRAINAGE CONDUITS: The restoration of drainage conduits shall be in accordance with Item 611 ODOTCMS and shall be restored whether directed or not. The replacement material shall be equivalent to or better than the original material. The cost of the removal, disposal and replacement of any damaged conduit shall be included in the unit price bid for various other related items.
- 312 RESTORATION OF BRICK OR CONCRETE HEADWALLS AND ENDWALLS: All headwalls and endwalls that are damaged or removed shall be constructed in accordance with Item 602 ODOTCMS. The cost of the removal, disposal or restoration of headwalls or endwalls shall be included in the unit price bid for various other related items.
- 313 FINAL CLEAN-UP: All disturbed areas shall be graded and have all debris removed. All property, pavements, and other surfaces shall be restored to a condition equivalent to that which existed before the work was started, or as shown on the plans. Pavement and base replacement shall be two feet wider than the trench at subgrade.

ATHENS COUNTY COMMISSIONERS  
CONSTRUCTION AND MATERIAL SPECIFICATIONS

CHAPTER IV

MASONRY AND CONCRETE

400 GENERAL  
401 MASONRY

402 CONCRETE

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400 GENERAL: The work completed in accordance with the provisions of this Chapter are also governed by the provisions of Chapter I of the Specifications.

401 MASONRY: Masonry units include concrete masonry units (CMU), brick and brick veneer units. This work shall include furnishing all material, equipment and labor required to furnish and install CMU walls, brick walls and masonry brick veneer walls as shown on the Construction Drawings and described herein, including; furnish and install horizontal and vertical reinforcement when required by applicable codes, ordinances, and regulations, or by these contract documents; accurately locate and install openings for all wall penetrations, doorways, windows and vents; furnish all masonry or steel lintel where required by the construction plans; furnish and install all nailer, header or sole plate anchor bolts where and as required by the construction plans.

401.01 Material:

401.011 The brick and concrete masonry units and associated materials shall be as specified in Section 204 of these Specifications.

401.012 Reinforcing steel shall be standard deformed steel complying with the specifications of ASTM A615. Horizontal joint reinforcement shall be ladder or truss type, with a typical width two inches less than nominal wall thickness with a minimum five-eighths inch mortar cover at the outside of joint. Wire gauges shall be as follows:

10 Gauge	Light Duty, Interior ONLY
9 Gauge	Standard Duty
8 Gauge	Heavy Duty
3/16 Gauge	Extra Heavy Duty

All joint reinforcement shall be hot-dip galvanized, ASTM A153.

401.013 Portland Cement shall meet Items 701.01 through 701.05 ODOTCMS.

401.014 Lime shall meet Item 712.04 ODOTCMS.

401.015 Sand shall meet Item 703.03 ODOTCMS.

401.02 Quality Control:

401.021 The Contractor shall handle all masonry units in such a manner as to avoid chipping or spalling the corners or face of said material. The Contractor shall erect a "Quality Assurance" panel measuring not less than sixty-four inches in length and sixty-four inches in height. The location of the Quality Assurance panel shall be determined by the Owner and the panel shall be protected from damage throughout the duration of the Project. The purpose of this panel shall be to clearly identify the minimally acceptable chipping or spalling allowed on this Project, the range of color for dyed mortar, joint spacing and depth, and surface irregularities for split face block, and to determine the minimally acceptable finish conditions for the Project.

401.022 The Contractor shall install all CMU and masonry unit walls and partitions in a neat and workmanlike manner, consistent with all current acceptable industry standards in accordance with the types, sizes, shapes and dimensions shown on the Construction Drawings. All work shall be laid level, plumb and true to plan lines and grades. All joints shall be struck, smooth and neatly tooled. Particular attention shall be paid to weather conditions regarding cold weather or extreme hot weather work. The Contractor shall adhere to industry standards for installation during extreme weather conditions. Freeze-retardant agents shall not be utilized unless authorized by the Owner. Authorization for the use of such admixture agents shall not relieve the Contractor from having to remove and replace any work showing evidence of efflorescence or other defective characteristics.

401.03 Masonry Walls: Masonry units shall be standard modular sizes and shapes, thoroughly cured and dried. Solid CMU's shall have a cross-sectional area in every place parallel to the bearing surface of not less than seventy-five percent of the gross cross-sectional area measured in the same plane in accordance with ASTM C90-16. Hollow CMU shall have a cross-sectional area in every plane parallel to the bearing surface that is not less than seventy-five percent of the gross cross-sectional area measured in the same plain in accordance with ASTM C90-16. CMU's may be either heavy aggregate or lightweight aggregate, conforming to the appropriate ASTM Specifications. Units shall be cured for at least seven days and must be twenty-eight days old prior to use in the work. Colored units shall be supplied from the same production run and not supplied from inventory or other projects.

401.04 Mortar:

401.041 All CMU and masonry units shall be laid in cement-lime-sand mortar, mixed in proportions of one bag of portland cement, two bags of pressure hydrated mason's lime and not more than nine cubic feet of sand.

401.042 All mortar shall be machine mixed in a batch mixer. Mortar which has stood for more than one hour shall not be used. Retempering of mortar will not be permitted.

401.05 Method of Laying: All masonry units shall be laid in the best neat and workmanlike manner with plumb, even wall surfaces and square corners. All corners shall be laid level and true to grade. All joints shall be completely filled with mortar and both exterior and interior surface joints shall be tooled concave to present a weather-tight surface. All excess mortar and burrs shall be removed immediately after joint tooling is completed. All exposed surfaces shall be kept clean and free from mortar and discolorations.

- 401.051 Exposed surfaces shall be free from broken, defective, stained, discolored or warped block. The Quality Assurance panel shall be used as a standard of acceptability for all masonry work.
- 401.052 In warm weather all concrete block shall be thoroughly wetted before laying. In freezing weather all concrete block and mortar materials shall be protected from freezing and kept dry until laid. No frozen material will be permitted in the mortar.
- 401.053 All openings shall be accurately located in both plan and elevation. All intersecting partitions, walls or columns shall be located together with major openings for pipes or ventilators. Wall ties will be required at intersecting walls. Irregularities in line or grade shall be noted and corrected. The coursing, both vertical and horizontal, shall be determined and the lead corners laid up accordingly.
- 401.054 After laying, all masonry work shall be protected from freezing during cold weather for not less than three days. Unless sheltered from the weather and heated, no work may be performed unless the temperature is 28°F and rising with the temperature remaining above 32°F for at least one hour. Provisions shall be made to protect newly finished work from inclement weather. No masonry work shall be performed during inclement weather without the Owner's approval of proposed protective methods. Any masonry damaged by the elements shall be removed and replaced at no additional cost to the Owner.
- 401.055 Pointing up around all doors, windows, openings, nail holes, and elsewhere shall be performed as required or directed by the Owner.

401.06 Masonry Water Repellent: All above grade masonry surfaces shall receive a uniform application of silicone water repellent as indicated in the following table. It shall be a clear, colorless silicone water repellent containing no fillers and not less than five percent silicone solids. It shall leave no film on the masonry surface after application. The material must be applicable at ambient temperatures down to 20°F.

401.061 When tested in accordance with the manufacturer's recommended procedures, the average water absorption of three (3) specimens treated with the water repellent, shall not exceed one-percent after being partially immersed in water for seventy-two hours immediately after curing. The average moisture vapor transpiration (breathing) of three specimens shall not be less than fifty percent at seven days.

401.062 The water repellent shall be delivered to the site in sealed unopened containers. The manufacturer's recommendation and precautions shall be followed during handling and application. The material shall be Aquanil as manufactured by Chem-Masters Corp., or an approved equivalent.

#### TYPICAL COVERAGE RATES

Material	Number of Coat	Approximate Coverage (Sq.Ft./Gal./Coat)
Clay Brick Porous	1	60 - 120
Clay Brick Dense	1	100 - 150
Sand Block and Cast Stone	1	75 - 125
Lightweight Block	1	50 - 80
	2	100 - 150
Other Artificial Stone	1	50 - 100
	2	100 - 150
Concrete	2	120 - 180

Material	Number of Coat	Approximate Coverage (Sq.Ft./Gal./Coat)
Stucco	2	140 - 190
Sandstone	1	50 - 110
Other Natural Stone Porous	1	60 - 110
Other Natural Stone Dense	1	100 - 160
Cement Asbestos Product	1	75 - 125
	2	140 - 180
Over Water Cement Paint	1	60 - 120
	2	140 - 180
Mortar Joint in Glass Block	2	140 - 180
Glazed Tile, etc.	3	140 - 180

401.07 Protection of Finished Work:

401.071 All installed masonry work shall be braced. Bracing shall be designed specifically for the structure being erected to withstand wind loadings used in the design of the structure as well as backfilling operations. Bracing shall remain in place and be maintained by the Contractor until such time as permanent structural bracing is erected and/or backfilling operations are completed. Damage to the structure due to inadequate bracing shall be repaired at no additional cost to the Owner.

401.072 Care shall be exercised during laying operations to protect the finished masonry and floors from mortar stains, dripping, and chipping. All stains, dripping, chipping or other irregularities caused by this work shall be repaired at the end of each day.

401.08 Cleanup: All excess materials and residue from completing these items of work shall be removed by the Contractor.

402 CONCRETE This work shall include all labor, equipment, material, and miscellaneous work necessary to form; place reinforcing steel; place, cure, and finish concrete; strip forms; and cleanup the work area to provide usable portland cement concrete as shown on the plans and referred to herein and in other Chapters of these Specifications.

- 402.01      Materials:
- 402.011      Forms: Forms used in concrete work shall conform to Item 508, ODOTCMS, and may be wood or metal. They shall be true, straight, of sound material, and braced so that they will not bend or move during concrete placement. Forms shall be scraped clean and oiled prior to use.
- 402.012      Reinforcing Steel: Reinforcing steel shall conform to Section 205.04 of these Specifications.
- 402.013      Concrete: Concrete shall conform to Section 205.01 of these Specifications. No admixture shall be allowed unless submitted and authorized in accordance with Section 105 of these Specifications.
- 402.02      Placing: The placing of forms, concrete, and reinforcing steel shall be in accordance with:
- 402.021      Forms and Falsework - Item 508 ODOTCMS.
- 402.022      Concrete - Item 511 ODOTCMS except that proportions other than Class C or Class S may be specified, and except as otherwise modified herein.
- 402.023      Reinforcing Steel - Item 509 ODOTCMS.
- 402.03      Finishing:
- 402.031      Exterior surfaces for cast-in-place concrete shall have a textured finish obtained by using a wood float, burlap, or a stiff brush prior to curing but after the bleed water has evaporated. The surface shall be finished without the addition of water or retempering the concrete. Form surface marks and voids should be repaired while concrete is green.
- 402.032      Interior concrete floor and slab surfaces shall have a smooth, steel trowel finish edging and joint with all tool marks removed. Edging and jointing shall be performed with one-quarter inch radius tools.

402.04      Joints: No cold joints will be allowed. All expansion joints and construction joints shall have clean, square concrete faces and shall have a compressible filler full depth to within 1/2 inch of the finish surface in accordance with Items 705.03 or 711.28 ODOTCMS.

Control joints shall be located on the central line of piers or as indicated. Joint depth shall be a minimum of 1 1/2 inches. Width shall be one-eighth inch to one-quarter inch full depth of joint. Joints may be tooled in during placement of concrete or sawcut as soon as possible without damaging the concrete, but no later than seventy-two hours after placement. Joints in doorways shall extend wall to wall.

402.05      Floor Sealant: All interior concrete flooring shall have a dust sealant and chemical/grease protection applied as a clear transparent sealer. Finish surface must present a non-slip, non-skid surface under wet conditions. Prime coat shall be Corobond 100 Epoxy Prime and Sealant top coat shall be Corcote HCR Epoxy, both as manufactured by General Polymers Corporation, or an approved equivalent.

402.06      Cleanup: Cleanup shall include removal of all excess concrete, forms and other debris and backfilling around the completed concrete.

# **DAVIS-BACON WAGE DETERMINATIONS**

## **SECTION E**

"General Decision Number: OH20220001 06/10/2022

Superseded General Decision Number: OH20210001

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:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 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 2022.</li></ul>
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:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 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 2022.</li></ul>

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/28/2022
3	02/18/2022
4	02/25/2022
5	03/11/2022
6	04/08/2022
7	05/27/2022
8	06/10/2022

BROH0001-001 06/01/2021

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.....	\$ 30.40	17.55

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 BROH0001-004 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.40	17.55

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 BROH0003-002 06/01/2021

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.....	\$ 30.40	17.55
-----		
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
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BROH0006-005 06/01/2021		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
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BROH0007-002 06/01/2021		

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
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BROH0007-005 06/01/2021		

PORTAGE & SUMMIT

	Rates	Fringes
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BRICKLAYER.....\$ 30.40 17.55

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BROH0007-010 06/01/2017

PORTAGE & SUMMIT

Rates Fringes

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

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BROH0008-001 06/01/2021

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

Rates Fringes

BRICKLAYER.....\$ 30.40 17.55

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BROH0009-002 06/01/2021

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

Rates Fringes

Bricklayer, Stonemason.....\$ 30.40 17.55  
Refractory.....\$ 31.45 19.01

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BROH0010-002 06/01/2021

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

Rates Fringes

Bricklayer, Stonemason.....\$ 30.40 17.55

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BROH0014-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
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BROH0016-002 06/01/2021		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
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BROH0018-002 06/01/2021		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
-----		
BROH0022-004 06/01/2021		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
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BROH0032-001 06/01/2021		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
-----		
BROH0035-002 06/01/2021		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
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BROH0039-002 06/01/2021

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0040-003 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.93	22.54

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 06/01/2021

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 30.40	17.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

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

BROH0046-002 06/01/2021

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.....	\$ 30.40	17.55

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.

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BROH0052-001 06/01/2021

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

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BROH0052-003 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

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BROH0055-003 06/01/2021

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

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CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42
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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
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CARP0171-002 05/01/2019		

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02
-----		
CARP0200-002 05/01/2021		

ADAMS, 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
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CARP0248-005 07/01/2008		

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58
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CARP0248-008 07/01/2008		

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28
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CARP0254-002 05/01/2017		

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

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

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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

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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

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CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

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

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CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

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

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CARP1871-017 05/01/2017

MAHONING & TRUMBULL

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

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CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

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

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CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

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

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ELEC0008-002 05/24/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 43.33	26.61

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 ELEC0032-003 12/06/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.22	19.73

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 \* 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

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 \* 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

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ELEC0064-003 11/29/2021

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	18.17

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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

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ELEC0071-004 01/01/2019

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

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

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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

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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

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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

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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

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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

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ELEC0082-002 11/29/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.25	20.84

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\* ELEC0082-006 11/29/2021

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

Rates	Fringes
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Sound & Communication

Technician

Cable Puller.....	\$ 12.98 **	3.89
Installer/Technician.....	\$ 25.95	12.27

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ELEC0129-003 02/28/2022

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

	Rates	Fringes
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ELECTRICIAN.....	\$ 37.00	18.23
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ELEC0129-004 02/28/2022

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

	Rates	Fringes
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ELECTRICIAN.....	\$ 37.00	18.23
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ELEC0141-003 09/01/2019

BELMONT COUNTY

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

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ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
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Sound & Communication Technician.....	\$ 24.35	10.99
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ELEC0212-005 11/29/2021

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
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ELECTRICIAN.....\$ 37.04                    20.64

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ELEC0245-001 01/01/2022

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.....	\$ 18.60	26.5%+7.25
Lineman.....	\$ 42.52	26.5%+7.25

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

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ELEC0245-003 01/01/2022

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

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 48.90	26.5%+7.25
Groundman/Truck Driver.....	\$ 18.60	26.5%+7.25
Heli-arc Welding.....	\$ 40.76	26.5%+7.25
Lineman.....	\$ 45.52	26.5%+7.25
Operator - Class 1.....	\$ 34.18	26.5%+7.25
Operator - Class 2.....	\$ 28.32	26.5%+7.25
Traffic Signal & Lighting Technician.....	\$ 38.27	26.5%+7.25

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.

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ELEC0245-004 01/01/2022

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 48.90	26.5%+7.25
Groundman/Truck Driver.....	\$ 18.60	26.5%+7.25
Lineman.....	\$ 42.52	26.5%+7.25
Operator - Class 1.....	\$ 34.14	26.5%+7.25
Operator - Class 2.....	\$ 28.32	26.5%+7.25

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.

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 ELEC0246-001 10/29/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	84%+a

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

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 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

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 ELEC0317-002 06/01/2021

GALLIA & LAWRENCE

Rates	Fringes
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CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.10	27.47

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 ELEC0540-005 12/27/2021

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.....	\$ 35.28	22.63

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 ELEC0573-003 11/29/2021

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.....	\$ 37.04	20.64

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 ELEC0575-001 11/29/2021

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.....	\$ 35.00	19.76

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 ELEC0648-001 08/30/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 32.00	20.79

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 ELEC0673-004 02/01/2020

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.....	\$ 33.56	21.47

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 ELEC0683-002 05/31/2021

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.....	\$ 35.50	21.99
ELECTRICIAN.....	\$ 35.50	21.99

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 ELEC0688-003 05/31/2021

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.....	\$ 31.00	21.29

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 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

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 ELEC1105-001 05/31/2021

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.....	\$ 34.25	21.15

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 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.

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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 Inserter/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 except 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.

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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

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\* IRON0017-002 05/01/2022

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.....\$ 34.33 27.51

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\* IRON0017-010 05/01/2022

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.....\$ 34.33 27.51

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\* 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

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\* IRON0044-002 06/01/2022

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.....	\$ 30.28	22.30
Ornamental; Structural.....	\$ 31.87	22.30

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IRON0055-003 07/01/2021

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.....	\$ 21.30	20.92
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 31.25	26.90

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IRON0147-002 06/01/2021

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.....	\$ 30.35	23.40

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\* IRON0172-002 06/01/2022

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.....\$ 34.44 18.77

\* IRON0550-004 05/01/2022

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.....\$ 30.97 21.69

IRON0769-004 06/01/2021

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

Rates Fringes

IRONWORKER.....\$ 33.00 27.29

IRON0787-003 06/01/2021

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

Rates Fringes

IRONWORKER.....\$ 31.94 23.05

LABO0265-008 05/01/2021

Rates Fringes

LABORER

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

GROUP 1.....\$ 33.70 11.85  
GROUP 2.....\$ 33.87 11.85

GROUP 3.....	\$ 34.20	11.85
GROUP 4.....	\$ 34.65	11.85
CUYAHOGA AND GEauga COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 34.93	11.85
CUYAHOGA, GEauga & LAKE COUNTIES		
GROUP 1.....	\$ 34.93	11.85
GROUP 2.....	\$ 35.10	11.85
GROUP 3.....	\$ 35.43	11.85
GROUP 4.....	\$ 35.88	11.85
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 33.27	11.85
GROUP 2.....	\$ 33.44	11.85
GROUP 3.....	\$ 33.77	11.85
GROUP 4.....	\$ 35.88	11.85

#### 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.

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 PAIN0006-002 05/01/2018

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.....	\$ 27.90	16.16
GROUP 2.....	\$ 28.30	16.16
GROUP 3.....	\$ 28.60	16.16
GROUP 4.....	\$ 34.16	16.16
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.40	16.16
GROUP 2.....	\$ 26.80	16.16
GROUP 3.....	\$ 27.10	16.16

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

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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)

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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

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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 12/01/2018

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and  
WASHINGTON COUNTIES

Rates                   Fringes

PAINTER

Bridges; Locks; Dams;  
Tension Towers; &  
Energized Substations.....\$ 34.04           18.50  
Power Generating Facilities.\$ 30.89           18.50

-----  
PAIN0249-002 06/01/2020

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates                   Fringes

PAINTER

GROUP 1 - Brush & Roller....\$ 24.17           11.22  
GROUP 2 - Swing, Scaffold  
Bridges; Structural Steel;  
Open Acid Tank; High  
Tension Electrical  
Equipment; & Hot Pipes.....\$ 24.17           11.22  
GROUP 3 - Spray;  
Sandblast; Steamclean;  
Lead Abatement.....\$ 24.92           11.22  
GROUP 4 - Steeplejack Work..\$ 25.12           11.22  
GROUP 5 - Coal Tar.....\$ 25.67           11.22  
GROUP 6 - Bridge Equipment  
Tender & or Containment  
Builder.....\$ 32.88           11.22  
GROUP 7 - Tanks, Stacks &  
Towers.....\$ 27.81           11.22  
GROUP 8 - Bridge Blaster,  
Rigger.....\$ 35.88           11.22

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.....	\$ 34.47	20.60
Power Generating Facilities.	\$ 29.65	17.68

-----  
PAIN0476-001 06/01/2021

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PAINTER

GROUP 1.....	\$ 25.79	15.81
GROUP 2.....	\$ 33.10	15.81
GROUP 3.....	\$ 26.00	15.81
GROUP 4.....	\$ 27.12	15.81
GROUP 5.....	\$ 27.79	15.81
GROUP 6.....	\$ 26.69	15.81
GROUP 7.....	\$ 27.79	15.81

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

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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

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PAIN0788-002 06/01/2020

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.....	\$ 24.66	14.05
Structural Steel.....	\$ 26.26	14.05

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.

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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

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PAIN0841-002 06/01/2018

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

Rates Fringes

PAINTER

Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 22.78	13.63
Brush & Roller.....	\$ 21.77	13.63
Spray; Tank Interior & Exterior.....	\$ 22.60	13.63

-----  
PAIN1020-002 07/01/2020

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

Rates Fringes

PAINTER

Brush & Roller.....	\$ 25.22	14.11
Drywall Finishing & Taping..	\$ 23.92	14.11
Lead Abatement.....	\$ 26.97	14.11
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 25.87	14.11
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 25.47	14.11
Wallcoverings.....	\$ 22.82	14.11

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

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PAIN1275-002 06/01/2020

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

Rates Fringes

PAINTER

Bridges.....	\$ 34.64	14.40
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Brush; Roller.....	\$ 25.16	14.40
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 25.86	14.40
Spray.....	\$ 25.66	14.40
Stacks; Tanks; & Towers.....	\$ 28.67	14.40
Structural Steel & Swing Stage.....	\$ 25.46	14.40

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PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

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

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PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

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\* PLAS0132-002 06/01/2022

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

	Rates	Fringes
PLASTERER.....	\$ 29.25	14.69

-----  
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

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PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

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

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PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

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PLAS0886-001 05/01/2018

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

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

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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

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PLUM0042-002 07/01/2020

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

Rates Fringes

Plumber, Pipefitter,  
Steamfitter.....\$ 34.82 24.67

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PLUM0050-002 07/06/2020

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

Rates Fringes

Plumber, Pipefitter,  
Steamfitter.....\$ 43.60 26.73

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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

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PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

Rates Fringes

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

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PLUM0094-002 05/01/2022

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 36.83 22.99

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\* PLUM0120-002 05/02/2022

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.....	\$ 44.07	28.34

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PLUM0162-002 06/01/2021

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 33.40	27.09

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\* PLUM0168-002 06/01/2022

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.02	34.09

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PLUM0189-002 06/01/2019

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 38.45	16.98

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PLUM0219-002 06/01/2021

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
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Plumber and Steamfitter.....\$ 40.42                   24.66

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PLUM0392-002 06/01/2021

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

                                  Rates                   Fringes

PLUMBER/PIPEFITTER.....\$ 35.21                   22.99

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PLUM0396-001 06/01/2021

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

                                  Rates                   Fringes

PLUMBER/PIPEFITTER.....\$ 35.35                   27.01

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\* PLUM0495-002 06/01/2022

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 McConnelville west on State Rte. #37  
to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS  
COUNTIES

                                  Rates                   Fringes

Plumber, Pipefitter,  
Steamfitter.....\$ 31.24                   34.34

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PLUM0577-002 06/01/2019

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

                                  Rates                   Fringes

Plumber, Pipefitter,  
Steamfitter.....\$ 34.90                   24.11

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PLUM0776-002 07/01/2020

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.63	25.58
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TEAM0377-003 05/01/2021		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.74	15.70
GROUP 2.....	\$ 30.16	15.70

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

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TEAM0436-002 05/01/2021

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.65	16.95
GROUP 2.....	\$ 31.15	16.95

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

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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 (\$15.00) or 13658 (\$11.25). 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)).

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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.

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#### 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"

# **BID FORMS**

## **SECTION F**



FEDERAL I.D. NO.: \_\_\_\_\_  
DUNS I.D. NO.: \_\_\_\_\_

CONTRACTOR COMPLIANCE CERTIFICATION NO. (IF APPLICABLE): \_\_\_\_\_

ADDENDUM RECEIVED (SIGN WHEN APPLICABLE):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**BID OPENING**

**PLACE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE:** \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") a (circle one) Corporation / Partnership / LLC / Sole Proprietor, organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_.

**TO THE «COMMISSIONER» (hereinafter called "Owner"):**

The Bidder, in compliance with your invitation for bids for the furnishing of materials and/or equipment for the \_\_\_\_\_ project, having examined the specifications with related documents, hereby proposes to furnish all materials and supplies in accordance with the contract documents, within the time set forth therein, and at the process stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within \_\_\_ consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 29 of the General Contract Conditions.

Bidder acknowledges receipt of the following addendum(s):

\_\_\_\_\_

Bidder agrees to provide all of the \_\_\_\_\_ Project materials and/or equipment described in the \_\_\_\_\_ specifications and shown on the plans (if applicable) for the total amount of the bid based on the approximate quantities listed on the following pages. The unit prices specified by the bidder amount to the sum of:

TOTAL BID PER UNIT PRICE PROPOSAL      \$ \_\_\_\_\_

IN WORDS \_\_\_\_\_

Amounts are to be shown in both words and figures. In case of a discrepancy, amount shown in words will govern.

All unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover providing the materials/equipment called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding process.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 12, Section C of the General Contract Conditions. The bid security attached in the sum of \$\_\_\_\_\_ (in words) \_\_\_\_\_ is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

RESPECTFULLY SUBMITTED:

BY \_\_\_\_\_



**SIGN HERE**

TITLE \_\_\_\_\_

BUSINESS NAME AND ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_

FED. ID OR SS# \_\_\_\_\_

SEAL  
(If Applicable)

**BID GUARANTY AND CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_  
(Name and Address)

as Principal and \_\_\_\_\_

(Name of Surety)

\_\_\_\_\_ as Surety,

are hereby held and firmly bound unto the \_\_\_\_\_ Co. Commissioners as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ to undertake the project known as:

\_\_\_\_\_.

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 proposals 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 above line is left blank, the penal sum will be the full amount of the Principal's 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to 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 bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent 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 (10) 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; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, 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 benefit of any materialman 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 said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the term of the contract or to the work or to the specifications.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_



Title: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_



Attorney-in-Fact

Surety Company Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety Agent's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES**

O.R.C. 5919.042

STATE OF OHIO:

SS:

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for \_\_\_\_\_ hereby states that we are not charged at the time the proposal was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_ 

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_   
Notary Public

\_\_\_\_\_  
My Commission Expires

SEAL

**NON-COLLUSION AFFIDAVIT**

State of Ohio

County of \_\_\_\_\_

BID Identification \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

being duly sworn, deposed and says that he is \_\_\_\_\_ (Sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a fake or sham BID and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

**SIGN HERE**

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SIGN HERE**

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

SEAL

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211). Copies of the regulation may be obtained by contacting the U.S. Department of Education, Grants and Contracts Service, 400 Maryland Avenue, S.W. (Room 3633 GSA Regional Office Building No. 3), Washington, DC. 20202-4725, telephone (202) 732-2505.

- (1) The prospective primary 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 judgment 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 governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (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.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative



\_\_\_\_\_  
Signature  
ED Form GCS-008 (REV.12/88)

\_\_\_\_\_  
Date

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE**

STATE OF OHIO

COUNTY OF \_\_\_\_\_, SS:

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity) (Type of Product or Service)

to be let by the County of \_\_\_\_\_, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or of the business entity:

1. That none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500.00, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000.00, to any member of the \_\_\_\_\_, County Board of Commissioners or their individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
  
2. That none of the following have collectively made since January 1, 2007 and that, if awarded a contract for the purchase of goods or services in excess of \$500.00, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000.00, to any member of the \_\_\_\_\_, County Board of Commissioners or their individual campaign committees:
  - a. myself;
  - b. nay partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

Signature \_\_\_\_\_

**SIGN HERE**

Title: \_\_\_\_\_

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

Notary Public \_\_\_\_\_

**SIGN HERE**

My Commission Expires: \_\_\_\_\_

SEAL

## ADDITIONAL CERTIFICATIONS

**Project Name:** \_\_\_\_\_

**Grant Number:** \_\_\_\_\_

I certify that my company has the *facilities* to complete this job.

I certify that my company has the *labor force* to complete this job.

I certify that my company has the *equipment* to complete this job.

I certify that my company has the *administrative capacity* to complete this job.

I certify that my company has the *knowledge* to complete this job.

I certify that my company maintains a *drug free workplace*.

\_\_\_\_\_  
Name and Title of Authorized Representative



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

## **BONDING AND INSURANCE REQUIREMENTS**

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirement relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000.00. For contracts or subcontracts exceeding \$100,000.00, the Federal agency may accept the bonding policy requirement of the grantee provided the Federal agency has made a determination that the Government's interest in adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A. A bid guarantee from each bidder equivalent to ten percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
  
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
  
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## EXPERIENCE STATEMENT OF BIDDER

The BIDDER/CONTRACTOR is required to state in detail, in the space provided below, what work of character similar to that included in this proposed Contract Documents it has done, to give reference and such other detailed information as it will enable the OWNER to determine responsibility including experience, skill and financial standing.

PROJECT NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_ DATE OF PROJECT: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_ DATE OF PROJECT: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_ DATE OF PROJECT: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_ DATE OF PROJECT: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Sales and Use Tax Contractor's Exemption Certificate

**Identification of Contract:**

Contractee's (owner's) name \_\_\_\_\_

Exact location of job/project \_\_\_\_\_

Name of job/project as it appears  
on contract documentation \_\_\_\_\_

The undersigned hereby certifies that the tangible personal property purchased under this exemption from:

\_\_\_\_\_ Vendor's name

was purchased for incorporation into:

<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio, or an Ohio political subdivision;	<input type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	A house of public worship or religious education;
<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

This certificate may be used by a contractee or subcontractor when buying materials for a construction contract where the owner/contractee has claimed one of the above exemptions. This certificate covers all sales of materials by the above-named vendor to the contractor or subcontractor for this particular construction contract only.

Contractor/subcontractor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signed by

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, state, ZIP code

\_\_\_\_\_  
Date

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

Administration

Ohio Bureau of Motor Vehicles

Ohio Emergency Management Agency

Ohio Emergency Medical Services

Ohio Homeland Security\*

Ohio Investigative Unit

Ohio Criminal Justice Services

Ohio State Highway Patrol

- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.



**PUBLIC EMPLOYMENT**

In accordance with section 2909.34 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for public employment of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ( ) -		WORK PHONE ( ) -		

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant's employment is denied due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the denial. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above.

APPLICANT SIGNATURE <b>X</b>	DATE
---------------------------------	------

## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(f)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(f)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your Individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

