

Contract Documents and Specifications for the Fulton County Land Reutilization Corporation & The Village of Delta

Bunting Bearings Plant #3 Demolition Project

Location

200 Van Buren Street, Delta OH

Funded By

CDBG FLEX, ODOD Brownfield Funds

Owner

The Fulton County Land Reutilization Corporation & The Village of Delta

Engineering Firm

Tetra Tech

Work Must Be Completed By

5/30/2027

Contract Documents Prepared By



**Maumee Valley
Planning Organization**



**Maumee Valley Planning Organization
1300 E Second St, Suite 200, Defiance, OH 43512
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Section 1: Advertisement to Bidders



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Advertisement to Bidders

On behalf of the **Fulton County Land Reutilization Corporation and the Village of Delta** invites bidders to submit **sealed bids** for the **Bunting Bearings Plant #3 Demolition Project**.

Bids will be received at Delta Village Hall located at **401 E. Main Street, Delta, OH 43515** until **1:00PM** (local time), **on Tuesday, September 29, 2026**, at which time and place bids will be opened publicly and read aloud. Bids received after **1:00PM** will be returned unopened. **A MANDATORY Pre-Bid Walkthrough of the site will be held on September 15th at 10:00 AM.**

This project consists of: **HEPA vacuuming all building surfaces to prevent the spread of lead-contaminated dust during demolition activities; baghouse demolition and hazardous materials removal; and asbestos abatement and building demolition, with all materials to be disposed of off-property in accordance with local, state, and federal regulations. A copy of the Scope of Work Bid Package can be obtained online at www.mvpo.org/bids.** The engineer's estimate for this project is \$350,000 for remediation/asbestos/decontamination of the buildings and \$500,000 for demolition of Building 3 and Bag House. This project is subject to all applicable Federal Labor Standards. This project is funded through the Federal Community Development Block Grant Program, Program Year 2023 and the **Fulton County Land Reutilization Corporation**.

To start filling out your bid, go to Section 3: Instructions to Bidders in the Contract Documents. The contract documents may be obtained in the following ways:

1. Online at <https://www.mvpo.org/bids>;
2. Via email, per request to mvpo@mvpo.org; OR
3. In-person at the Maumee Valley Planning Organization's Office located at 1300 East Second Street, Suite 200, Defiance, OH 43512. Open Monday – Friday, 8:00 am – 4:30 pm.

To submit your bid, sign it, submit it on the separate bidding forms included in **Section 4: Bid Proposal Form**, seal it in an envelope with **"Bunting Bearings Plant #3 Demolition Project"** on the front, and accompany it with a Bid Guaranty Bond in the amount of 100% of the Bid amount, subject to conditions provided in the Instructions to Bidders. The Bid Guaranty Bond shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The **Village of Delta** and the **Fulton County Land Reutilization Corporation** reserve the right to reject every bid and to waive informalities, irregularities, and errors in the bidding to the extent permitted by law. The County reserves the right to purchase material from the most economical source. Location of material and job site, as well as any other pertinent factors, will be taken into consideration. No bidder may withdraw their bid within 60 days after the actual date of the opening of the bids.

To be published on: 9/9/2026, 9/16/2026

End of Advertisement to Bidders

Section 2: Addenda to the Contract Documents



Section 3: Instructions to Bidders



Item 3.1 - Receipt & Opening of Bids

The **Fulton County Land Reutilization Corporation** (the “responsible entity”) and the **Village of Delta**, (the project “Owner”) hereby invite bids for the **Bunting Bearings Plant #3 Demolition Project**. This project is funded by **grant number C-D-23-2NB-1 and ODOD Brownfield funding**. The owner will not consider incomplete bids.

Bids will be received by the Owner at the office of the **Delta Village Hall until 1:00PM, 9/29/2026**. Submit your bid to **the Village of Delta, 401 E. Main Street, Delta OH 43515**. Submit your bid in a sealed envelope. On that sealed envelope, visually indicate that it is a bid for the **Bunting Bearings Plant #3 Demolition Project**. The engineer’s estimate for this project is \$350,000 for remediation/asbestos/decontamination of the buildings and \$500,000 for demolition of Building 3 and Bag House. **This estimate was calculated using Davis Bacon Wage Rates.**

The Owner may consider or reject all bids. Any bid received after the time and date specified shall not be considered. A bidder may withdraw their bid prior to the actual time of the opening of the bids. No bidder may withdraw a bid within 30 days after the actual date that bids are opened.

Item 3.2 – Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by all forms, affidavits and information requested in **Section 4: Bid Proposal Forms**. All blank spaces for bid prices must be filled in, both words and figures, and the foregoing Certifications must be fully completed and executed and submitted. In case of discrepancies of written words and figures, the prices written in words shall govern. **Note:** Filling out those forms incorrectly will result in an incomplete bid proposal. Incomplete proposals will not be considered for award after bids are opened.

A MANDATORY Pre-Bid Walkthrough will be held on September 15th, 2026 at 10:00 AM at the project location.

Item 3.3 – Modification of Bid

Bidders may modify their bid in writing. Bid modifications must be signed and dated and submitted to the Owner at least two business days prior to bid opening. Bidder shall not disclose the total bid price or final bid terms in modification. Only tell Owner the modification to the line item.

Item 3.4 - Method of Bidding

The Owner invites unit price/lump sum price bids as indicated in the Bid Form. If the lowest total 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;
- 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.

Item 3.5 - Qualifications of Bidder

The Owner may make such investigations as they deem 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.*

Item 3.6 - Bid Security

Each bid must be accompanied by a performance bond prepared on the form of the performance bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 100% of the bid. Such performance bonds will be returned to all except the three lowest bidders within 3 days after the opening of the bids, and the remaining 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 thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of bid. Attorneys-in-fact who sign the bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Item 3.7 - Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited within their bid.

Item 3.8 - Conditions of Work

Each bidder must inform themselves 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 obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor in carrying out the work must employ such methods or means as will not cause any interruption or interference with the work of any other contractor.

Item 3.9 - 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 bid.

Item 3.10 - Examination of Site

Each bidder shall and is hereby directed to inspect the entire site of the proposed work and judge for themselves as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.

Item 3.11 - Soil Conditions

Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making boring or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he 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 boring 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 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.

Item 3.12 - Working Facilities

The plans show, in the general manner, the existing structures and the 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.

Item 3.13 - Addenda & Interpretations

No official interpretations of the meaning of the plans, specifications or other pre-bid documents will be made to the bidder orally.

Every request for such interpretation should be in writing addressed to **Tetra Tech AND Maumee Valley Planning Organization** – stanley.lynn@tetrattech.com AND eblair@mvpvo.org. To be given consideration, this request must be received at least three (3) business days prior to the scheduled date for bid opening.

All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent via email to all bidders on the plan holders list and posted to www.mvpvo.org/bids, not later than **three (3) business 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 bid as submitted. All addenda so issued shall become part of the contract documents. Bidder must sign receipt of addenda and submit with their bid in the event addenda is issued.

Item 3.14 - Water Supply

Contractor will be charged at a bulk rate of \$20 per 1000 gallons and a meter deposit of \$250.00.

Item 3.15 - Signature of Bidders

The firm, corporation or individual name of the bidder must be signed in blue or black ink in the space provided for the signatures on the proposed blanks. In the case of a **corporation**, the title of the officer signing must be stated, and such officer must be hereunto 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 the address of each person or corporation interested therein.

Item 3.16 - Notice of Special Conditions

Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a) Insurance Requirements
- b) Federal Labor Standards Provisions, including Davis-Bacon Wages
- c) Requirement for a payment bond and performance bond for 100% of the contract
- 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
- i) Certification(s) of Proposed Subcontractor(s) Regarding Section 3 and Segregated Facilities
- j) If over \$100,000: Certification by Contractor and Subcontractors of Compliance with Air and Water Acts.
- k) Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- l) (All) Subcontractor's Certification(s) Concerning Labor Standards and Prevailing Wage Requirements

Item 3.17 - Additional Obligations Upon Contract Award

- 1) Upon award of the contract, but prior to the execution of the final agreement and Notice to Proceed, the **Contractor** shall submit all the following documents, completed as required:
 - a) Acceptance of Notice of Award
 - b) Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 - c) Insurance certificate(s) and/or policy/policies
 - d) Performance & Payment Bond
- 2) Upon award of the contract, but prior to the execution of the final agreement and notice to proceed, the CONTRACTOR must obtain all the following documents from **each** Subcontractor, completed as required:
 - a) Contract with prime contractor
 - b) Subcontractor's Certification of Understanding of Labor Standards and Federal Davis-Bacon Wage Requirements
 - c) If over \$10,000.00: Certification of Subcontractor Regarding Equal Employment Opportunity
 - d) If over \$10,000.00: Certification of Non-Segregated Facilities
 - e) Section 3 Plan for Subcontractor
 - f) Certification of Subcontractor Regarding Section 3 and Segregated Facilities

Item 3.18 - Foreign Corporations and Contractors

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 a 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.

Section 4: Bid Proposal Forms



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4.1 Contractor's Contact Information

Business Name: _____ Address: _____
Primary Contact: _____ PO Box: _____
Employer ID: _____ City: _____
Phone Number: _____ State: _____
Email Address: _____ Zip: _____
Fax Number: _____

Is this company a Section 3 business? ☐ Yes ☐ No

Do you intend to use Subcontractors for this project? ☐ Yes ☐ No

4.2 Receipt of Addenda

Bidder acknowledges receipt of the following addenda (BIDDER MUST WRITE IN ADDENDA NUMBER AND TITLE IN SPACE BELOW)

Name of Bidder: _____
Signature of Authorized Signee: _____
Date of Signing: _____ (MM/DD/YYYY)
Time of Signing: _____

4.3 UNIT PRICE SCHEDULE

CONTRACTOR BID FORM

All bids should be provided as a firm fixed price unless otherwise noted. There are 3 bid options that include a base bid for the Asbestos-Containing Materials (ACM) Abatement and Hazardous Materials Removal and Disposal (only) or Building Demolition (only) or a combined ACM Abatement/Hazardous Materials Removal and Disposal and Building Demolition.

- Base Bid – ACM Abatement and Hazardous Materials Removal and Disposal, excluding PACM roofing materials; and/or
- Base Bid – Building Demolition.

All Contractor bidders are required to complete and submit bids in the format shown in **Table 1** and for the line items they are bidding on. Please note that each bid is intended to be a stand alone cost estimate for the Contractor, meaning FCLRC may choose to select separate firms for the ACM abatement/hazardous materials removal and disposal and building demolition:

Table 1- Base Bid

Bid Options	Lump Sum Price Per Line Item
Base Bid Option 1 – ACM Abatement and Hazardous Materials Removal and Disposal ONLY ¹	
Base Bid Option 2 - Building Demolition ONLY ²	
Base Bid 3 Option 3- ACM Abatement and Hazardous Materials Removal and Disposal ¹ AND Building Demolition ²	

Notes:

- 1 The price should be an all-inclusive lump sum price for proper removal and disposal of these materials per the Abatement Scope of Work provided as part of this solicitation.
- 2 The price should be an all-inclusive lump sum price for proper removal and disposal of these materials per the Demolition Scope of Work provided as part of this solicitation.

If additional quantities of ACM, or other hazardous materials are encountered and required to be remediated, or due to a reduced scope of work, the Contractor completing this project will be compensated or have a deduction from their fixed price bid on a per unit price basis. In the following **Table 2**, a list of ACMs identified at the Subject Property are shown. Unit prices for each item should be provided for removal and disposal if additional quantities are encountered. These unit prices should be all-inclusive, with the assumption that these additional quantities will be removed during the same mobilization as the original scope of work. Prior to any removal of additional materials or quantities, Tetra Tech should be notified so an agreed upon quantity of additional materials to be removed can be established. Or, if a new suspect material is encountered Tetra Tech will sample the material to determine its asbestos content.

Table 2
Unit Pricing for Additional Quantities Identified

Additional Tasks	Unit Price (Per SF, LF or Each) ¹
Floor tile & mastic	
Pipe wrap	
Caulk/glazing	
Plaster	
Transite	

Notes:

¹ The price should be an all-inclusive lump sum unit price for proper removal and disposal of these materials per the Abatement Scope of Work provided as part of this solicitation.

LF Linear foot

SF Square foot

As indicated in **Section 5.0** of the Asbestos Abatement Scope of Work, Contractor is responsible for field verifying any hazardous materials within the building that may require off-property disposal or make assumptions in bid for potentially hazardous materials expected to be encountered.

Prime Contractor (Who is solely responsible for any team subcontractors in the execution of this project and presented bid price for each item in this Bid Form).

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Company Name: _____

☐ **I certify that I have reviewed the Demolition Scope of Work – Bunting Bearings (Former Eagle Picher) Building #3 and acknowledge this is a prevailing wage project.**

Subcontractor Information (if applicable):

Use additional pages if more than two subcontractors are being included.

Subcontractor 1:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Company Name: _____

Subcontractor 2:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Company Name: _____

4.4 Certification & Condition of Bid Proposal

- a) _____ (official business name),
hereinafter called "**Bidder**", is a (Check one):
- ☐ corporation, organized and existing under the laws of the State of Ohio,
 - ☐ a partnership, or
 - ☐ an individual doing business as _____
- b) The Bidder hereby submits this bid proposal to perform all the work associated with the following project: **Bunting Bearings Plant #3 Demolition.**
- c) To: **Fulton County Land Reutilization Corporation** and the **Village of Delta**, hereinafter called "Owners", in response to the Advertisement to Bidders, the Bidder proposes to:
- Perform all work for the above referenced project in full accordance with the Contract Documents
 - Complete the project within the specified contract period and
 - Execute the work for the prices set forth in the accompanying Bid Schedule
- d) By submitting this Bid, the Bidder, (or each party in the case of a joint bid) certifies independently and without collusion that this proposal has been prepared without consultation, communication or agreement with any other bidder or competitor concerning pricing or any other aspect of the bid
- e) The undersigned affirms full knowledge of the project site, local conditions, and requirements.
- f) The Bidder agrees to furnish all labor, materials, equipment, bailing, shoring, removal, overhead, profit, insurance and services necessary to complete the work as described in the Specifications and to accept full compensation as defined by the lump sum or unit prices stated in the Bid Schedule – including any increases or deductions in quantities
- g) The Bidder agrees to commence work upon issuance of a written **Notice to Proceed** by the Owners and to fully complete the work by the project's required completion date. In the event of failure to complete the work by the specified date, the Bidder agrees to pay liquidated damages of \$250.00 per calendar day, as provided in Article 12 of the General Conditions.
- a) Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.
- b) The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.
- c) Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds required.
- d) The bid security attached in the sum of _____ (**insert your total bid proposal price**) 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.

Signed this _____ day of _____, _____, By _____,
Day Month Year Name

Signature: _____.

4.5 Bonding & Insurance Requirements for the Bid Proposal

For this project, it is **required** that bidders submit a bid bond form in the amount of 100% of their bid. *ORC Section 153.54, "Bid guaranty to be filed with bid."*

- a) Each bid bond must be duly executed by the bidder as principal and having a surety thereon a surety company approved by the Owner.
- b) Attorneys-in-fact who sign the bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

As stated in ITEM B.6 of Section 3, Instructions to Bidders: Such bid bonds will be returned to all except the three lowest bidders within 3 days after the opening of the bids, and the remaining 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 **thirty (30) days** after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of bid.

Instructions: In short, you need:

- a) Completed Bid Bond Form (on next page)
- b) Certificate of Compliance from the surety/bonding company you use.
- c) Power of Attorney of the "Attorney-in-Fact" who signed your bid bond form.
- d) Certificate of Liability Insurance

Bid Bond Form (Citation: O.R.C. § 153.571)

Know all persons by these presents, That we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto the **Fulton County Land Reutilization Corporation and the Village of Delta** as obligee(s) in the penal sum of the dollar amount of the bid submitted by the principal to the obligee(s) on September 29, 2026 **(09/29/2026)** to undertake the project known as **Bunting Bearings Plant #3 Demolition**. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee(s), incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee(s), which are accepted by the obligee(s). In no case shall **the penal sum exceed the amount of** _____. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ____ day of _____, _____ the condition of the above obligations is such, that whereas the above-named principal has submitted a bid for Bunting Bearing Plant #3 Demolition.

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

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

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

In witness whereof, the parties have affixed their signatures on the date set forth below to be effective on the date first written above.

Principal		Surety	
Printed Name:	_____	Printed Name:	_____
Title of Authorized Signee:	_____	Title of Authorized Signee:	_____
Signature:	_____	Signature:	_____
Date of Signing:	_____	Date of Signing:	_____

4.6 Delinquent Personal Property Tax Affidavit

State of Ohio

County of Fulton

According to Section 5719.042 of the Ohio Revised Code:

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) days of the date it is submitted.

The undersigned, being first duly sworn, having been awarded a contract by you for the **project** hereby states that we are not charged at the time the bid 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.

Please sign the affidavit.

Bidder

Signed this _____ day of _____, _____, at _____.
Day Month Year Time

By _____, _____ for _____.
Name Title Name of Firm

Signature: _____.

Notary Public

Subscribed and sworn to before me this _____ day of _____, _____, at _____.
Day Month Year Time

My commission expires on _____ / _____ / _____.
Day Month Year

Please Place Your Seal Here (if you have one):

Signature: _____.



4.7 Non-Collusion Affidavit

State of Ohio
County of Fulton

BID Identification the **Bunting Bearings Plant #3 Demolition Project.**

(1) _____ (**contractor**) being first duly sworn, deposes 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; (2) that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false 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; (3) 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, (4) 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 such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Please sign this affidavit.

Bidder

Signed this _____ day of _____, _____, at _____.
Day Month Year Time

By _____, _____ for _____.
Name Title Name of Firm

Signature: _____.

Notary Public

Subscribed and sworn to before me this _____ day of _____, _____, at _____.
Day Month Year Time

My commission expires on _____ / _____ / _____.
Day Month Year

Signature: _____.



Please Place Your Seal Here (if you have one)

4.8 Campaign Contributions Affidavit

Citation: Section 3517.13 of the Ohio Revised Code

This affidavit *must* be signed for all contracts for goods or services costing more than \$500.

I, _____ (print your name and title), as an individual or as a representative of _____ (name of company), am submitting a bid proposal for the **Bunting Bearings Plant #3 Demolition Project in the Village of Delta (CDBG # C-D-23-2NB-1)** to be awarded by the **Village of Delta** and **Fulton County Land Reutilization Corporation**.

I hereby certify the following statements to be true with respect to the prohibited activities listed in Ohio Revised Code Section 3517.13. I further state that I have the authority to make the following representation on behalf of myself or of the business entity:

That none of the following individuals has made one or more campaign contributions totaling in excess of \$1,000.00 to any members of the **Village of Delta** or their individual campaign committee within the previous 24 months;

If awarded a contract for the purchase of goods or services costing more than \$500.00, none of the following individuals shall, beginning on the date the contract is awarded and extending **until one year following the conclusion of the contract**, make one or more contributions totaling in excess of \$1,000.00 to any member of the **Village of Delta** or their individual campaign committee:

- An individual or sole proprietor;
- Any partner or owner of the partnership or unincorporated business;
- Any shareholder of an association;
- The administrator or executor of an estate;
- A trustee of a trust;
- The owner of more than 20% of a corporation or business trust;
- The spouse of any one of the above;
- Each child of any person identified above between the ages of 7 and 17

That no combination of the following has made one or more contributions totaling in excess of \$2,000.00 to any member of the **Village of Delta** or their individual campaign committee within the previous 24 months; and that if awarded a contract for the purchase of goods or services costing more than \$500.00, **no combination of the following**, shall, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, make one or more contributions totaling in excess of \$2,000.00 to any members of the **Village of Delta** or their individual campaign committee:

- An individual or sole proprietor;
- Any partner or owner of the partnership or unincorporated business;
- Any shareholder of an association;
- The administrator or executor of an estate;
- A trustee of a trust;
- The owner of more than 20% of a corporation or business trust;
- The spouse of any one of the above;

- Each child of any person identified above between the ages of 7 and 17.
 - Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- 1) I recognize that any contract awarded to me/my company in violation of ORC 3517.13 may be rescinded and that I/we be fined not more than \$1,000.00 or an amount equal to three times the amount contributed more than the amount permitted by the applicable division, if I am found guilty.
 - 2) I further recognize that, pursuant to ORC 3517.13 (R)(3), knowingly making a false statement on this certification is a fifth-degree felony.

Please sign this affidavit.

Bidder

Signed this _____ day of _____, _____, at _____.

Day Month Year Time

By _____, _____ for _____.

Name Title Name of Firm

Signature: _____.

Notary Public

Subscribed and sworn to before me this _____ day of _____, _____, at _____.

Day Month Year Time

My commission expires on _____ / _____ / _____.

Day Month Year

Please Place Your Seal Here (if you have one):

Signature: _____.



4.9 Non-Discrimination and Equal Employment Opportunity Affidavit

State of Ohio

County of Fulton

I, _____ (Name), being first duly sworn, deposes and says that they are _____ (Title) of _____ (Company Name), the party that made the foregoing Proposal; that such party does not and shall not discriminate against any employee or applicant because of race, creed, sex, disability or marital status as defined in section 4112.01 of the Ohio Revised Code, or color as is described and prohibited by Section 153.59 and/or 125.111 of the Ohio Revised Code. Furthermore, if awarded the contract under this proposal, said party shall indemnify and hold harmless the **Fulton County Land Reutilization Corporation and the Village of Delta** for any violations of Section 153.59 or 125.111 of the Ohio Revised Code made by any contractor, subcontractor, or any person who works on behalf of the party relating to the ensuing contract.

If successful as the lowest and best Bidder under the foregoing Proposal this party shall post non-discrimination notices in conspicuous places available to employees and subcontractors.

Please sign this affidavit.

Bidder

Signed this _____ day of _____, _____, at _____.

Day Month Year Time

By _____, _____ for _____.

Name Title Name of Firm

Signature: _____.

Notary Public

Subscribed and sworn to before me this _____ day of _____, _____, at _____.

Day Month Year Time

My commission expires on _____ / _____ / _____.

Day Month Year

Please Place Your Seal Here (if you have one):

Signature: _____.



4.10 Contractor's Certification Regarding Equal Employment Opportunity

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

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

Name of Contractor _____

Address of Contractor _____

- 1) Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☐ YES ☐ NO
- 2) Compliance reports were required to be filed in connection with such contract or subcontract.
☐ YES ☐ NO
- 3) Contractor has filed all compliance reports due under applicable instructions, including SF-100.
☐ YES ☐ NO
- 4) Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ YES ☐ NO

Signature: _____ **Printed Name and Title:** _____ **Date:** ____/____/____

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) 2 Business name/disregarded entity name, if different from above. 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C – C corporation, S – S corporation, P – Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐ 5 Address (number, street, and apt. or suite no.). See instructions. 6 City, state, and ZIP code 7 List account number(s) here (optional) Requester's name and address (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
OR
Employer identification number

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 for Part II, later.

**Sign
Here**

Signature of
U.S. person

Date

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

4.12 OPERS Independent Contractor Acknowledgement Form- **Step 1 & Step 3 ONLY**



NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4842

Employer Services: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to employeroutreach@opers.org.

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 1: Personal Information

First Name MI Last Name

Date of Birth: Month Day Year

STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

Employer Contact

First Name MI Last Name

Employer Code

Employer Contact Phone Number

— —

Service Provided to Public Employer

Start Date of Service

Month Day Year

End Date of Service

Month Day Year

STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **A copy of this form must be sent to OPERS.**

Signature _____ Today's Date ____/____/____
Do not print or type name

4.13 Certificate of Ohio Worker's Compensation

Please turn in your Ohio Worker's Compensation Certificate here.

4.14 Contractor's Certification of Compliance with Federal Labor Standards Provisions

HUD-4010 & Certification of Understanding and Eligibility

I, the undersigned, _____, the duly authorized representative of _____, hereinafter referred to as the contractor, do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

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

The contractor further certifies that:

- a)** The Labor Standards provisions are included in the aforesaid contract:
- b)** Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, in his responsibility;
- c)** Neither they nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended [40 U.S.C. 275a-2(a)].
- d)** No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- e)** They agree to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

Organizational Disclosure:

The legal name and the business address of the undersigned is:

The undersigned is:

_____ **A Single Proprietorship**
_____ **A corporation organized in the State of**
_____ **A Partnership**
_____ **Other Organization (Describe):** _____

The name, title and address of the owner, partners or officers of the undersigned are as follows.

Name	Title	Address

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are as follows. *If none state so here.*

Name	Address	Nature of Interest

The names addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are as follows. *If none state so here.*

Name	Address	Trade Classification

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

Signature: _____ **Printed Name and Title:** _____ **Date:** ____/____/____

WARNING

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

4.15 Contractor's "Section 3" Plan

According to HUD, Section 3 applies when these thresholds are met:

The grant administering entity receives more than \$200,000 in grant funds and invests any amount of these funds to carry out new construction or rehabilitation activity (including demolition and lead-based paint abatement). The administering entity includes the PJ/grantee, as well as any subrecipient (unit of local government) or subrecipient (nonprofit organization) that receives over \$200,000.

A contractor of a project receives a contract for \$100,000 or more in grant assistance.

If you do not already have a Section 3 Plan, you may use this as your Section 3 Plan for this contract:

_____ (**Name of Contractor**) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within **Fulton County**.

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

that all of the above affirmative action steps have been taken.

- i) To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- j) To list on Table A, information related to proposed subcontracts.
- k) To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____

Name of Contractor

We the undersigned have read and fully agree to this Affirmative Action Plan and become party to the full implementation of this program.

Signature: _____ **Printed Name and Title:** _____ **Date:** ____/____/____

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

Table A: Proposed Subcontracts_Breakdown

For the period covering the duration of the CDBG Assisted Project.

Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*** The Project Area is coextensive with the Fulton County boundaries.**

Company Name: _____

Signature of EEO Officer: _____

Table B: Estimated Project Workforce Breakdown

Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental Mgmt.				
Office Clerical				
Service Workers				
Others				

Trade				
Journeyman				
Helpers				
Apprentices				
Max # of Trainees				
Others				

*Lower income project area residents (L.I.P.A.R.) Are individuals residing within Fulton County of whose family income does not exceed 51% of the median income of the SMSA.

4.16 Contractor's Certification Regarding Section 3 and Segregated Facilities

Name of Primary Contractor: _____

Project Name: _____

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract;
- b) A written Section 3 Plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000);
- c) No segregated facilities will be maintained.

Signature: _____ Printed Name/Title: _____ Date: ____/____/____

Checklist for Section 4: Bid Proposal Forms for Primary Contractor

Only complete bid submissions will be opened and considered by the OWNER. Please utilize this checklist to ensure your bid is complete at the time of submission, and that you have filled out, read, or acknowledged the appropriate sections.

- ☐ 4.1 – Contractor’s Contact Information
- ☐ 4.2 – Receipt of Addenda (if applicable)
- ☐ 4.3 – Unit Price Schedule
- ☐ 4.4 – Certification & Condition of Bid Proposal
- ☐ 4.5 – Bid Bond
- ☐ 4.6 – Delinquent Personal Property Tax Affidavit
- ☐ 4.7 – Non-Collusion Affidavit
- ☐ 4.8 – Campaign Contributions Affidavit
- ☐ 4.9 - Non Discrimination and Equal Employment Opportunity Affidavit
- ☐ 4.10 – Contractor’s Certification Regarding Equal Employment Opportunity
- ☐ 4.11 – W-9
- ☐ 4.12 – OPERS Independent Contractor Acknowledgement Form
- ☐ 4.13 – Ohio Worker’s Compensation Certificate
- ☐ 4.14 - Contractor’s Certification of Compliance with Federal Labor Standards
- ☐ 4.15 – Contractor’s Section 3 Plan
- ☐ 4.16 – Contractor’s Certification Regarding Section 3 and Segregated Facilities
- ☐ Certificate of Insurance (*can be turned in at a later date*)

REQUIRED FORMS FOR ALL SUBCONTRACTORS THAT CAN BE TURNED IN AT A LATER DATE

- ☐ 4.17 - Subcontractor’s Section 3 Plan
- ☐ 4.18 - Subcontractor’s Certification Regarding Section 3 and Segregated Facilities
- ☐ 4.19 - Subcontractor’s Certification of Compliance with Federal Labor Standards
- ☐ 4.20 - Subcontractor’s Certification Regarding Equal Employment Opportunity

Submitted

Signature: _____

Date of Signing: _____

Name and Title: _____ (please print)

Business Name: _____

Business Address: _____

SUBCONTRACTOR FORMS – CAN BE FILLED OUT DURING CONTRACT SIGNING

Subcontractor Federal Labor Standards Bid Proposal Forms

If you will have any subcontractors perform labor on the site, please have them fill out the following forms prior to bid submission. The certifications and forms contained in this section of the bid proposal forms are based on regulations enumerated in Section 7 of these contract documents.

4.17 Subcontractor's "Section 3" Plan

According to HUD, Section 3 applies when these thresholds are met:

- 1) The grant administering entity receives more than \$200,000 in grant funds and invests any amount of these funds to carry out new construction or rehabilitation activity (including demolition and lead-based paint abatement). The administering entity includes the PJ/grantee, as well as any subrecipient (unit of local government) or subrecipient (nonprofit organization) that receives over \$200,000.
- 2) A subcontractor of a project receives a contract for \$100,000 or more in grant assistance.

If you do not already have a Section 3 Plan, you may use this as your Section 3 Plan for this contract:

_____ (*Name of Contractor*), agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within **Fulton County**.

- a) To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- b) To attempt to recruit from within the county the necessary number of lower income residents through: local advertising, media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- c) To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if vacancy exists.
- *d) To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.
- *e) To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever

feasible, when let in Section 3 covered project area.

- *f)** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- g)** To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- h)** To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- i)** To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- j)** To list on Table A, information related to proposed subcontracts.
- k)** To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____

Name of Contractor

We the undersigned have read and fully agree to this Affirmative Action Plan and become party to the full implementation of this program.

Signature: _____ **Printed Name and Title:** _____ **Date:** ____/____/____

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

Table A: Proposed Subcontracts Breakdown

For the period covering the duration of the CDBG Assisted Project.

Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*The Project Area is coextensive with the **Fulton** County boundaries.

Company Name: _____ **Signature of EEO Officer:** _____

Table B: Estimated Project Workforce Breakdown

Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*Lower income project area residents (L.I.P.A.R.) Are individuals residing within **Fulton** County of whose family income does not exceed 51% of the median income of the SMSA.

4.18 - Subcontractor's Certification Regarding Section 3 and Segregated Facilities

Proposed Subcontractor _____ **Project Name:** _____

The undersigned hereby certifies that:

- Section 3 provisions are included in the Contract;
- A written Section 3 Plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000);
- No segregated facilities will be maintained.

Signature: _____ **Printed Name and Title:** _____ **Date:** ____/____/____

4.19 Subcontractor's Certification of Compliance with Federal Labor Standards Provisions

HUD-4010 & Certification of Understanding and Eligibility

I, the undersigned, _____, the duly authorized representative of _____, hereinafter referred to as the contractor, do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

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

The contractor further certifies that:

- a)** The Labor Standards provisions are included in the aforesaid contract:
- b)** Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, in his responsibility;
- c)** Neither they nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended [40 U.S.C. 275a-2(a)].
- d)** No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- e)** They agree to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

Organizational Disclosure:

The legal name and the business address of the undersigned is:

The undersigned is:

_____ **A Single Proprietorship**
_____ **A corporation organized in the State of**
_____ **A Partnership**
_____ **Other Organization (Describe):** _____

The name, title and address of the owner, partners or officers of the undersigned are as follows.

Name	Title	Address

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are as follows. *If none state so here.*

Name	Address	Nature of Interest

The names addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are as follows. *If none state so here.*

Name	Address	Trade Classification

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

Signature: _____ **Printed Name and Title:** _____ **Date:** ____/____/____

WARNING

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

4.20 Subcontractor's Certification Regarding Equal Employment Opportunity

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

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

Name of Subcontractor: _____

Address of Subcontractor: _____

- 1) Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☐ **YES** ☐ **NO**
- 2) Compliance reports were required to be filed in connection with such contract or subcontract.
☐ **YES** ☐ **NO**
- 3) Subcontractor has filed all compliance reports due under applicable instructions, including SF-100.
☐ **YES** ☐ **NO**
- 4) Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ **YES** ☐ **NO**

Signature: _____ **Printed Name and Title:** _____ **Date:** ____/____/____

Section 5: General Conditions to the Construction Contract



Article 1: Contract & Contract Documents

- 1) 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.
- 2) All applicable state laws, municipal ordinances, and 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.
- 3) The contents of **Section 7: Design Specifications and Design Plans, and Section 2: Addenda to the Contract Documents**, shall form part of this Contract and the 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 & Payment Bonds

- 1) Simultaneously with his 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.
- 2) The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owners.
- 3) The bond shall be for 100 percent of the contract price.
- 4) A Payment Bond and Performance Bond are required.
- 5) 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.

Article 3: Wage Rates

- 1) If 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 Davis-Bacon rates of wages has been included in these specifications.
- 2) Every Contractor and Subcontractor who is subject to this contract shall, as soon as he begins performance under his contract with the Owners, supply the Owners a schedule of the dates on which he is required to pay wages to employees.
- 3) He shall also deliver to the Prevailing Wage Coordinator within three (3) weeks after each pay date, a certified copy of his 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 the total for each week, hourly rate of pay, job classification, fringe payments and deductions from wages.
- 4) The certification of each payroll shall be 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.
- 5) **Insofar as possible, local labor shall be employed on this work.**

Article 4: Affirmative Action

- 1) Each Bidder, Contractor, or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 2, as applicable, of Executive Order 11246 during the performance of this contract or subcontract.
- 2) The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 2, as applicable, and all other requirements, terms, and conditions of these bid conditions by submitting a properly signed bid.
- 3) The Contractor shall appoint a company executive to assume that responsibility for the Implementation of the requirements, terms, and conditions of these bid conditions.

Article 5: Insurance

- 1) 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 Owners, 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 Owners shall not relieve or decrease the liability of the Contractor hereunder.
- 2) The Contractor shall file with the Owners all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owners and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.

3) Worker's Compensation

All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the State of Ohio.

4) Contractor's Liability Insurance

The Contractor shall acquire and maintain during the term of 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.

- a) Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
- b) Bodily Injury Liability limits shall be for an amount of no less the 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 amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occupancy.
- c) Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) Dollars per occupancy. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less the One Million (\$1,000,000) Dollars aggregate for damage on account of all occupancies.
- d) Any combination of underlying Comprehensive General/Automobile Liability coverage which provided no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.
- e) The Owners may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

5) Builder's Risk Insurance

Each Contractor shall maintain insurance to protect himself and the Owners, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion, and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and materials delivered to the site but not yet installed.

6) Installation Floater Insurance

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

7) The Policies listed above shall all contain the following special provisions:

"The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the MVPO, 1300 E. Second Street, Suite 200, Defiance, OH 43512."

- a) 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.
- b) The Contractor shall hold the Owners free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his Subcontractors.
- c) Each Contractor shall hold the Owners harmless from all payments for patents, either as royalty or

otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.

- d) Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

Article 6: Safety

- 1) The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 2) He 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, 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.
- 3) As required by the conditions and progress of the work, the Contractor will erect and maintain all necessary safeguards for safety protection. He will notify the Owners of adjacent utilities when prosecution of the work may affect them.
- 4) The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971. The Contractor shall also comply with Chapter 4101:9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.
- 5) The Contractor shall maintain at his 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.
- 6) 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

- 1) The Owners are responsible for obtaining and paying for the zoning permits.
- 2) The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities.
- 3) 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 shall promptly notify the Owners in writing.

Article 8: Supervision

- 1) The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representatives 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.
- 2) The Owners and its representatives 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, 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.
- 3) The Contractor shall submit a proposed program of operation, showing clearly how he proposed to conduct work as to bring about the completion of his work within the time limit specified. This program

shall outline the proposed sequence of operations, the rates of progress and the dates when his work will be sufficiently advanced to permit the installation of the work under other contracts, 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 Owners.

- 4) 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 Owners prior to any work beginning on the affected property.

Article 9: Claims Against Contractor

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

Article 10: Subcontracting

- 1) Neither the Contractor nor the Owners shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations.
- 2) The Contractor shall not sublet, sell, transfer, or assign any portion of the Contract without written consent of the Owners or his designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent (50%) 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 own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his liability under the Contract and bonds.
- 3) The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owners, after verification by the Ohio Department of Development of the Subcontractor's current eligibility status, and after submission of all certifications as required in the Instructions to Bidders. The Contractor shall be fully responsible to the Owners for the acts and omissions of the Subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Article 11: Change of Work

- 1) The Owners reserve 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.
- 2) Such increases or decrease and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- 3) Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.

Article 12: Time

- 1) The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- 2) 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 Owners, 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.
- 3) The work shall be fully completed by **May 30th, 2027**.
- 4) If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owners, the Contractor will pay to the Owners for liquidated damages **\$250.00** for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

Article 13: Completion of Work

- 1) The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion.
- 2) 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.
- 3) The Owners will give notice of observed defects with reasonable promptness.
- 4) In the event that the Contractor should fail to make repairs, adjustments or other work which may be made necessary by such defects, the Owners may do so and charge the Contractor the cost thereby incurred.
- 5) The Contract Bond shall remain in full force and effect through the guarantee period.
- 6) 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 neat and presentable condition.

Article 14: Termination

- 1) After ten **(10) days** from delivery of a Written Notice to the Contractor, the Owners 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

- 1) **Payment will occur as work is completed.**
- 2) The Owners' Representative shall certify on the pay request that he approved the completed work prior to the Owners making payment.
- 3) Upon receipt of an approved progress schedule from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the Contractor.
- 4) **A turnaround time of 30-45 days is expected before said funds are forwarded to the Owners.**
- 5) It is important that the progress schedule be based on achievable goals, and that the Contractor make every effort to meet target dates.
The Owners may hold the proceeds of a CDBG drawdown for only a short period. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned, and a new drawdown requested. This causes delay in making payments to the Contractor.

Section 6: Other Conditions to the Construction Contract



Maumee Valley 
Planning Organization

Article 1: Federal Labor Standards Provisions, HUD 4010, (10/2023 version)

APPLICABILITY

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

1) Minimum wages and fringe benefits

I. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

II. Frequently recurring classifications

In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

- a) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- b) The classification is used in the area by the construction industry; and
- c) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

III. Conformance

The contracting officer must require that any class of laborers or mechanics, including helpers,

which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- a) The work to be performed by the classification requested is not performed by a classification in
- b) the wage determination; and
- c) The classification is used in the area by the construction industry; and
- d) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

IV. Fringe benefits not expressed as an hourly rate

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

V. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

VI. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2) Withholding

I. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

II. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- a) A contractor's surety(ies), including without limitation performance bond sureties and
- b) payment bond sureties;
- c) A contracting agency for its procurement costs;
- d) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a
- e) contractor, or a contractor's bankruptcy estate;
- f) A contractor's assignee(s);
- g) A contractor's successor(s); or
- h) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3) Records and certified payrolls

I. Basic record requirements

- a) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- b) **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or

cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

- c) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- d) **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

II. **Certified payroll requirements**

- a) **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- b) **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- c) **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- i. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 - ii. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - d) **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - e) **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - f) **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - g) **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- III. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- a) **Required disclosures and access**
 - i. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - ii. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be

grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

iii. **Required information disclosures** Contractors and subcontractors must maintain the full

Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4) Apprentices and equal employment opportunity

I. Apprentices

- a) **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b) **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- c) **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or

otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

- d) **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- II. **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. **Subcontracts**

The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

6) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

7) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

8) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

9) Certification of eligibility.

- a) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- c) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and

10) Anti-retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- b) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- c) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- d) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1) Overtime requirements.

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

2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3) Withholding for unpaid wages and liquidated damages

- I. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the

clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

II. Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- a) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- b) A contracting agency for its procurement costs;
- c) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- d) A contractor's assignee(s);
- e) A contractor's successor(s); or
- f) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4) Subcontracts.

The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5) Anti-retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- b) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- c) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- d) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

CWHSSA required records clause

In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the

work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

Incorporation of contract clauses and wage determinations by reference

Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

Incorporation by operation of law

The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

HEALTH AND SAFETY

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

- I. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- II. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- III. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Federal Davis-Bacon Wage Rates

As stated in the Federal Labor Standards Provisions, HUD-4010, Davis-Bacon Wage Rates are required to be paid to all workers performing labor at the project site.

HUD-Standard Form 1444: Request for Authorization of Additional Classification and Rate

If you do not see every classification you will need for your certified payroll reports in the wage rates, please contact MVPO at mvpo@mvpo.org or 1300 East Second Street, Suite 200, Defiance, OH 43512.

Federal Labor Standards Posters

In total, 7 pages *must* be posted in an obvious location at the job site at the site of work:

a) Employee Rights Under the Davis-Bacon Act

- For Laborers and Mechanics Employed on Federal or Federally Assisted Construction Projects
- Citation: HUD-4010, Section A(1)(i), para. 2, sentence 3 of the Federal Labor Standards Provisions, HUD-4010.

b) OSHA: Job Safety and Health (It's the law!)

- Citation: ODOD: OCD CDBG Program Requirements

c) U.S. Equal Employment Opportunity Commission

- Know Your Rights: Workplace Discrimination is Illegal
- Citation: ODOD: OCD CDBG Program Requirements

d) U.S. Equal Employment Opportunity Commission: Know Your Rights

- Workplace Discrimination is Illegal
- Citation: ODOD: OCD CDBG Program Requirements

e) Ohio Office of Diversity, Equity, and Inclusion: State Employees and State Job Applicants: Know Your Rights

- Citation: ODOD: OCD CDBG Program Requirements

f) Ohio Office of Diversity, Equity, and Inclusion: State Employees and State Job Applicants: Know Your Rights

- Citation: ODOD: OCD CDBG Program Requirements

g) Wage Determination Packet (Wage Rates)*

- Print out the 30-40 pages wage rates packet and staple it together.
- Citation: HUD-4010, Section A(1)(i), para. 2, sentence 3 of the Federal Labor Standards Provisions, HUD-4010.

Notice

The required posters & Wage Determination Packet are attached in the Appendix.

Article 2: Equal Opportunity Provisions

1) Activities and Contracts Not Subject to Executive Order 11246, as Amended

* Applicable to federally assisted construction contracts/subcontracts below \$10,000.00 and under.

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that the applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.
- c) Contractors shall incorporate foregoing requirements in all subcontracts.

2) Executive Order 11246, as Amended

* Applicable to federally assisted construction contracts/subcontracts above \$10,000.00.

Section 202 Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places made available to the employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Ohio Department of Development's Office of

Housing and Community Partnerships (OHCP), the U.S. Department of Housing and Urban Development (HUD) and/or the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.

- f) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by the law.
- g) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or as is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2) Notice of Requirement for Affirmative Action to Ensure Equal Opportunity

Executive Order 11246

* Applicable to federally assisted construction contracts/subcontracts above \$10,000.00.

- a) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b) The goals and timetables for minority or Global Majority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
4.4%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered areas. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be in violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c) The Contractor shall provide written notification to the manager of the Office of Housing and Community Partnerships, Ohio Department of Development, P.O. Box 1001, Columbus, OH 43216-1001 within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction

work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- d) As used in this Notice, and in the Contract resulting from this solicitation, the “covered area” is (Insert description of the geographical areas where the Contract is to be performed giving the state, county, and city, if any):

3) Standard Federal Equal Employment Opportunity Construction Contract Specifications Executive Order 11246

a) As used in these specifications:

- “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- “Employer Identification Number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- “Minority” also referred to as “Global Majority” includes:

Black	all persons having origins in any of the Black African racial groups not of Hispanic origin;
Hispanic	all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
Asian and Pacific Islander	all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands
American Indian or Alaskan Native	all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

- b) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
- c) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.
- b) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- c) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collaborative bargaining agreement, to refer either minorities or woman shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- d) In order for nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

4) Standard Federal Equal Employment Opportunity Construction Contract Specifications Executive Order 11246 - Continued

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of organizations' responses.
- c) Maintain a current file of the name, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards

accessible to all employees at each location where construction work is performed.

- g)** Review, at least annually, the company's EEO policy and affirmative action obligations under these specification with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h)** Disseminate the Contractor's EEO policy externally by including in any advertising in the news media, specifically including minority and the female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i)** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j)** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of the Contractor's work force.
- k)** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l)** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m)** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n)** Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o)** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p)** Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- q)** Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply at the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.

5) Standard Federal Equal Employment Opportunity Construction Contract Specifications Executive Order 11246 – Continued

- a)** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of

their affirmative action obligations (7a through 7q). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7q of these Specifications provided that the group actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be in defense for the Contractor's non-compliance.

- b)** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- c)** The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- d)** The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- e)** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- f)** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- g)** The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by OHCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- h)** Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

6) Certification of Nonsegregated Facilities

*Applicable to federally assisted construction contracts/subcontracts above \$10,000.00.

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facility at any of his establishments, and that he does not permit employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for employees any segregated facilities at any of his establishments, and he will not permit employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, time clocks, locker rooms, and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment areas provided for the employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods.)

7) Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal finance assistance.

8) Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the direct benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Article 2: Equal Employment Opportunity Continued

Applicability

- a) This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.
- b) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

- c) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- d) The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area
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- a) This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.
- b) The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 3: Enumeration of Plans, Specifications and Addenda

- a) There is only one set of plans and specifications for this project.
- b) - SELECT NUMBER OF ADDENDA -
- c) Please see the attached plans and specifications in Section 8.

Article 4: Stated Allowances

This project does not include any stated allowances.

Article 5: Special Hazards

This project will not require the Contractor and any Subcontractor(s) to purchase protection against any special hazards.

Article 6: Contractor's & Subcontractor's Public Liability, Vehicle Liability & Property Damage Insurance

As required under Article 5 of General Contract Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$500,000 for injuries, including al death, to any one person in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$500,000.

The Contractor shall either:

- a) Require each of his subcontractors to procure and to maintain during the life of his subcontract,
- b) Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph or,
- c) Insure the activities of his subcontractors in his own policy

Article 7: Photographs of Project

The Owner of the project will furnish weekly photos of the projects.

For this project, the **BIDDER** will send weekly progress photos to the **Maumee Valley Planning Organization**.

Article 8: Schedule of Federal Occupational Classifications & Davis-Bacon Minimum Hourly Wage Rates

See Appendix

Article 9: Builder's Risk Insurance

The Contractor will not maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent (100%) completed value basis on the insurable portions of the projects for the benefit of the Owners, the Contractor, and all Subcontractors, as their interests may appear.

Article 10: Conflict of Interest Provisions

Interest of Local Public Officials

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

Interest of Contractor & Employees

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

Records & Audits

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

Federal or State Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no resident U.S. Commissioner, nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC. Sec. 102.03 (A)) will be admitted to any share or part hereof or to any benefit to arise here from.

Article 11: Special Conditions Pertaining to Hazards Safety Standards and Accident Prevention

Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures.)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations and certifications required under Section 35.14 (f) thereof.

Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state, and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight (8) hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

Danger Signals & Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of the work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

OSHA Compliance Statement

Occupational Safety and Health Act Compliance (29 CFR Part 1926).

All contractors and subcontractors performing work on this project funded in whole or in part by the Community Development Block Grant (CDBG) Program shall comply with the **Occupational Safety and Health Act of 1970**, as amended (29 U.S.C. § 651 et seq.), and the applicable safety and health standards issued under the Act. Specifically, the contractor shall adhere to all provisions outlined in **29 CFR Part 1926 – Safety and Health Regulations for Construction**, which includes, but is not limited to:

- Fall protection (Subpart M)
- Personal protective and life-saving equipment (Subpart E)
- Fire protection and prevention (Subpart F)
- Excavations (Subpart P)
- Scaffolds (Subpart L)
- Electrical safety (Subpart K)

Failure to comply with these requirements may result in work stoppage, contract termination, withholding of payment, or other penalties as allowed under federal, state, or local law. Contractors are responsible for ensuring that all employees, subcontractors, and on-site personnel are properly trained and that safety protocols are strictly followed throughout the duration of the project.

Article 12: Certificate of Compliance with Air and Water Acts

Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000.00

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

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

Article 13: Energy Efficiency Clause

In accordance with **42 U.S.C. § 6201, Executive Order 13221**, and **2 CFR § 200.323**, the contractor agrees to comply with all applicable standards and policies relating to energy efficiency.

To the greatest extent practicable and cost-effective, the contractor shall:

1. **Utilize Energy-Efficient Products and Practices**
Use products and services that meet the standards for energy efficiency contained in the **U.S. Environmental Protection Agency's ENERGY STAR® program** and the **U.S. Department of Energy's Federal Energy Management Program (FEMP)**.
2. **Promote Energy Conservation**
Employ best practices for energy conservation and sustainable building design throughout the construction, renovation, or operation of facilities funded under this contract.
3. **Compliance with State and Local Codes**
Comply with all applicable **state and local energy efficiency codes and standards**, including those governing insulation, lighting, HVAC systems, windows, and water systems.
4. **Include in Subcontracts**
Flow down this clause into all applicable subcontracts funded under this agreement.

Article 14: No Federal Official Beneficiary Clause

No member of, or delegate to, the **Congress of the United States**, and no resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

This clause is included to comply with **24 CFR § 570.303**, and other applicable provisions of federal law governing Community Development Block Grant (CDBG) funds.

Article 15: Byrd Anti-Lobbying Amendment

The undersigned certifies, to the best of their knowledge and belief, that:

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

Article 16: Intellectual Property Rights Clause

Patent Rights (Invention Rights)

If the performance of this contract results in any invention or discovery that may be patentable under Title 35 of the United States Code, the following provisions apply:

- a) The contractor agrees to disclose promptly in writing to the Grantee and the U.S. Department of Housing and Urban Development (HUD) all inventions conceived or first actually reduced to practice in the performance of work under this contract.

- b) In accordance with **2 CFR § 200.315(c)** and **37 CFR Part 401**, the Federal awarding agency reserves a **nonexclusive, royalty-free, irrevocable license** to reproduce, publish, or otherwise use the invention for federal purposes, and to authorize others to do so.
- c) The contractor shall include the requirements of this clause in all subcontracts involving the performance of experimental, developmental, or research work.

Copyrights

- a. In accordance with **2 CFR § 200.315(b)**, the contractor grants to the Grantee and the Federal Government a **royalty-free, nonexclusive, and irrevocable license** to reproduce, publish, or otherwise use, and to authorize others to use for governmental purposes:
 - The copyright in any work developed under this contract; and
 - Any rights of copyright to which the contractor purchases ownership under this contract.
- b. The contractor shall not publish or reproduce such materials in whole or in part without the written consent of the Grantee and HUD, except as required for the performance of this contract.

Article 17: Section 3 Provisions of Training, Employment and Business Opportunities

- a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. **[Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.]**
- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all the applicable rules and orders of Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Engineer's Certification for Compliance with Minimum Standards for Accessibility by the Physically Handicapped

Grant Number:	
Project Name:	

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design on the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible to and usable by, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-10.603). Citation: <https://www.access-board.gov/aba/ufas.html>

Designer/Engineer for the Project
--

Printed Name: _____ **Business Phone Number:** _____
Business Address: _____ **Signature:** _____
Business Email: _____ **Date of Signing:** _____

Authorized Municipal Signee

Printed Name: _____ **Business Phone Number:** _____
Business Address: _____ **Signature:** _____
Business Email: _____ **Date of Signing:** _____

Authorized County Signee

Printed Name: _____ **Business Phone Number:** _____
Business Address: _____ **Signature:** _____
Business Email: _____ **Date of Signing:** _____

Section 7: Design Plans & Specifications



REQUEST FOR PROPOSAL

DEMOLITION SCOPE OF WORK

BUNTING BEARINGS (FORMER EAGLE PICHER) AT PLANT #3 BUILDING & BAGHOUSES

**200 Van Buren Street
Delta, Fulton County, Ohio 43515**



On Behalf of:

Fulton County Land Reutilization Corporation
1300 East Second Street, Suite 200
Defiance, OH 43512

Prepared By:

Tetra Tech, Inc.
250 West Court Street, Suite 200W
Cincinnati, Ohio 45202
(513) 241-0149

September 2026

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1.0 INTRODUCTION

Tetra Tech Inc. (Tetra Tech) has been tasked by the Fulton County Land Reutilization Corporation (FCLRC) to develop a Scope of Work (SOW) for demolition of one building and two baghouses located on the Bunting Bearings (Former Eagle Picher) property located at 200 Van Buren Street, Delta, Fulton County, Ohio 43515 (Subject Property), see **Figures 1** and **2**. The following includes a brief description of the Subject Property and scope of work for the demolition activities.

This Demolition Scope of Work provides a brief background about the project (**Section 1.1**), a brief description of the Subject Property and its history (**Section 1.2**), an explanation of the Bidding Process (**Section 2.0**), and a description of the requested Scope of Work (**Section 3.0**).

1.1 BACKGROUND

HazCorp was contracted by FCLRC to perform a Pre-Demolition Asbestos-Containing Materials (ACM) survey, which was conducted at the Subject Property in August 2024. The objective of that survey was to identify ACM that may require proper management, removal, and disposal prior to conducting demolition activities. **Table 1** below summarizes identified ACM on the Subject Property in the building at Plant #3. The full HazCorp Pre-Demolition Asbestos Survey Report is provided in **Appendix B**.

TABLE 1
SUMMARY OF IDENTIFIED ACM

Material Description	Material Locations	Type (S/T/M) & Friability Category	Quantity
Building Three			
Linoleum	Conference Room, Offices under carpet	M/Non-Friable	2,800 SF
PACM Transite Countertops	Northern side of 1 st Floor in office space	M/Non-Friable	120 SF
Pipe Wrap	Northern side of 1 st Floor	T/Friable	150 LF
Pipe Fittings	Northern side of 1 st Floor	T/Friable	12 EA

Notes:

ACM	Asbestos-containing material	EA	Each
S	Surfacing material	SF	Square feet
M	Miscellaneous	LF	Linear feet
		T	Thermal systems insulation

Given the types and quantity of ACM identified during the survey, ACMs which are friable or may become friable during demolition require abatement prior to demolition of the building at Plant #3 on the Subject Property per Ohio Environmental Protection Agency (Ohio EPA) regulations.

1.2 SUBJECT PROPERTY DESCRIPTION AND HISTORY

The Subject Property is located on the east side of Delta, Ohio in a mixed-use area comprised of residential, commercial, and industrial properties. The Subject Property is comprised of eleven parcels totaling approximately 4.42 acres and was originally developed with three phase-constructed buildings totaling approximately 70,000 square feet (sf) in addition to outdoor storage, paved access roads, and parking, and was most recently occupied by Bunting Bearings. Bunting Bearings currently only operates in the Plant #3 building (see **Figure 2**) and has plans in the near future to cease operations and vacate the Subject Property. As indicated in **Section 1.1**, an ACM survey was completed by HazCorp. in August 2024 at plant buildings and ACMs identified in buildings located at Plants #1 and #2 were abated and the buildings were demolished in November and December 2025. The most recent use of the Subject Property consisted of manufacturing bronze bearings and has historically been developed for similar uses since the early 1900s under varying ownership.

2.0 BIDDING PROCESS

The following sections describe the bidding process. Note that due to the nature of the Subject Property ALL prospective BIDDERS must be an Ohio-registered demolition Contractor. **Also note that this is a Davis Bacon wage project.**

2.1 PRE-BID WALKTHROUGH

A mandatory Subject Property walkthrough is scheduled for **Tuesday, September 15, 2026 at 10:00 AM Eastern Standard Time (EST)**. Following the property walkthrough, the property will remain open to Contractors for further inspection until 11:30 AM EST. A FCLRC representative must escort the potential Contractors at all times on the premises. This will be the only opportunity Contractors will have on the property. Any questions must be submitted by **at least three business days prior to the bid due date** via email to Stan Lynn at TetraTech (stanley.lynn@tetrattech.com) as FCLRC's Consultant, with a copy to Estee Blair, the Fulton County Land Bank representative for FCLRC (eblair@mvp.org).

2.2 BID SUBMITTAL DEADLINE

All bids are due to the the Village of Delta no later than **1:00 PM EST Tuesday, September 29, 2026**. You may NOT submit your bid package electronically. It must be received to the Village of Delta: 401 E Main Street, Delta, OH 43515.

Contractors shall submit the Bid Form and all required documents found in **Section 4** of this document, along with certificates of insurance, and a proposed schedule.

2.3 PROJECT AWARD DATE

The Client reserves the right to reject any or all bids, waive informalities or irregularities in the bidding process, and award the contract to the bidder determined by the Client, in its sole judgment, to be most advantageous to the project. Contractor selection will not be based solely on the lowest bid. The anticipated project award date is scheduled for **Friday, October 9, 2026**. An email message to all Contractors submitting on this project shall be sent alerting them to project award.

3.0 SCOPE OF WORK

The Contractor responsibilities and scope of work for demolition are as follows:

1. Pre-planning and notifications;
2. Disconnection of utilities;
3. Demolition and removal of Building and two (2) Baghouses at Plant #3 (see **Figure 2**) down to slab;
4. Proper removal and off-property disposal of debris and any hazardous materials;
5. Subject Property Completion.

The following sections provide more detailed information about these items.

PRE-PLANNING & NOTIFICATIONS

ACM Abatement

Due to the quantity and types of ACM identified during the pre-demolition asbestos survey by HazCorp as summarized in **Table 1**, ACM will need abated prior to demolition of the building at Plant #3 on the Subject Property per Ohio EPA regulations. Additional details can be found in the Asbestos Abatement Scope of Work provided under separate cover. A copy of the asbestos inspection report is provided in **Appendix B**.

Tetra Tech (FCLRC's Consultant) will oversee the demolition activities, record observations, and ensure health and safety practices are followed. If additional suspect ACM are discovered during demolition activities, work will stop, and Tetra Tech personnel will notify FCLRC. Upon authorization, the Tetra Tech Ohio-licensed Asbestos Hazard Evaluation Specialist will sample the materials and submit for laboratory analysis. Upon receipt of results, Tetra Tech will either inform the demolition Contractor they can proceed with demolition or coordinate with the ACM Abatement Contractor to have the identified materials properly removed and disposed of.

The disposal facility receiving the demolition debris must be identified to ensure it can receive ACM and to check for any restrictions or specific requirements they have for ACM waste.

Hazardous Materials Removal and Disposal

A Hazardous Materials Survey has not been completed within the building at Plant #3. The following hazardous materials should be removed and properly disposed of by the Contractor prior to or during ACM

abatement: white goods and chlorofluorocarbon (CFC)-containing equipment; heating, ventilation, and air conditioning (HVAC) systems; drinking fountains; corrosive cleaning product; polychlorinated biphenyl (PCB)-containing fluorescent light ballasts; mercury-containing fluorescent light tubes; mercury-containing thermostats; e-waste; dry-type transformers; and other containerized chemicals. Contractor is responsible for field verifying any hazardous materials within the building that may require off-property disposal or make assumptions in bid for potentially hazardous materials expected to be encountered.

Lead Dust Mitigation

Throughout the course of demolition activities associated with the Plant #3 building and baghouses, best management practices should be implemented at all times to control and minimize the potential for migration of airborne dust generated during all demolition activities. This includes HEPA vacuum of all building surfaces prior to demolition to prevent the spread of lead-contaminated dust. This will allow for wet methods to be utilized during demolition to mitigate dust and eliminate the need to contain water used for dust control. Optional costs for any baghouse contents removal and disposal should also be included in Contractor's bid.

The U.S. Environmental Protection Agency (U.S. EPA) and Bunting Bearings have an existing Post Removal Site Control Plan (PRSCP) that was prepared as part of an Environmental Covenant. A copy of the PRSCP is provided in Appendix C. The PRSCP includes deed restricted areas to mitigate human health risks of exposure to lead and volatile organic compounds (VOCs) in the underlying soils near the building at Plant #3 which is planned for demolition. Each deed restricted area is equipped with concrete flooring or concrete or asphalt pavement to inhibit exposure to lead and VOCs contaminated soil that serves as an engineering control as shown in Appendix C. The perimeter of these areas will be marked in the field prior to any demolition work and care should be taken to avoid breaching or compromising the engineering control. FCLRC's Consultant (Tetra Tech) will coordinate with the U.S. EPA Remedial Project Manager directly if utilities that require capping prior to demolition are located within the deed restricted areas. The procedures for subsurface work in deed restricted areas will be completed following the existing U.S. EPA-approved PRSCP.

3.1.1 Permits

The selected Contractor will be responsible for acquiring appropriate permits from the city, county, and other agencies, as required.

3.1.2 Notifications

The demolition Contractor shall submit a *Notification for Demolition and Renovation* form to the Ohio EPA, Division of Air Pollution Control at least 10 working days prior to demolition start date of any regulated structure (public, commercial, and in some cases residential). Tetra Tech (FCLRC's Consultant) will provide a copy of the asbestos inspection report and any abatement documentation for completion of the notification form.

DISCONNECTION OF UTILITIES

The demolition Contractor shall coordinate with FCLRC to schedule utility disconnects for power, water, sanitary sewer (if present), and natural gas (if present). The utility lines will be capped at the main line. As mentioned in **Section 3.0**, any subsurface work in deed restricted areas requires U.S. EPA coordination and approval and has to be completed following the existing U.S. EPA-approved PRSCP.

DEMOLITION OF STRUCTURES

Demolition will be performed by an Ohio-registered demolition Contractor. **Following removal of ACM/hazardous materials/baghouses contents (if necessary) and marking of deed restricted areas, demolition will proceed as follows:**

- Demolition will proceed by use of excavators equipped with concrete breakers, grapples, and other modern hydraulic demolition tools and attachments.
- General building/baghouse structures demolition will not interfere with or encroach upon surrounding pedestrian and vehicular traffic during normal activities.
- The Contractor shall provide six foot, chain-link fence around the project area and will work within the confines of that fencing, whenever possible.
- The Contractor shall be prepared for, and responsible for, dust control by way of HEPA vacuum followed by water suppression for the entirety of the project.
- Only the building at Plant #3 and associated baghouses (see **Figure 2**) will be demolished as part of this scope of work. Buildings at Plants #1 and #2 were previously demolished.

Upon completion of demolition, all demolition debris will be handled as construction demolition debris by the demolition Contractor and properly disposed of or recycled, when possible.

SUBJECT PROPERTY COMPLETION

Following demolition, excavations, holes, or depressions will be backfilled and graded with earthen soil to allow for proper drainage. The Contractor shall then apply grass seed and straw to the Plant #3 work area. **Contractor will leave existing concrete slab intact within deed restricted areas as marked.**

DISPOSAL OF DEBRIS

The demolition Contractor will be responsible for determining and complying with applicable requirements for sealing material in leak-tight wrapping (as appropriate), securing loads while in transit, and ensuring that each truck has a solid tailgate made out of metal. The Contractor will also ensure that all material is kept adequately wet during loading, transportation, and disposal of the material, to prevent dust. The demolition Contractor shall follow guidance provided in Ohio Administrative Code (OAC) 3745-400 for disposal and beneficial use of construction and demolition debris.

REQUEST FOR PROPOSAL

ASBESTOS ABATEMENT SCOPE OF WORK

BUNTING BEARINGS (FORMER EAGLE PICHER) BUILDING AT PLANT #3

**200 Van Buren Street
Delta, Fulton County, Ohio 43515**



On Behalf of:

Fulton County Land Reutilization Corporation
1300 East Second Street, Suite 200
Defiance, OH 43512

Prepared By:

Tetra Tech, Inc.
250 West Court Street, Suite 200W
Cincinnati, Ohio 45202
(513) 241-0149

September 2026

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1.0 INTRODUCTION

Tetra Tech Inc. (Tetra Tech) has been tasked by the Fulton County Land Reutilization Corporation (FCLRC) to develop a Scope of Work (SOW) for removal of hazardous materials and abatement of asbestos-containing materials (ACM) identified by HazCorp in an asbestos survey report, dated August 2024 (HazCorp 2024) for the Bunting Bearings Plant #3 building located at 200 Van Buren Street, Delta, Fulton County, Ohio (Subject Property), see **Figure 1**.

This SOW provides a brief description of the Subject Property and its history (**Section 1.1**), a summary of the prior ACM survey and abatement work (**Section 1.2**), an explanation of the Bidding Process (**Section 2.0**), Safety overview (**Section 3.0**), Asbestos Abatement overview (**Section 4.0**), Hazardous Materials overview (**Section 5.0**), summary of Reporting Requirement (**Section 6.0**) and References (**Section 7.0**).

Note: Appendix A is the required Bid Form that includes three options for bidding, and Appendix B is the Pre-Demolition Asbestos Survey Report that provides details about the ACM present in the Plant #3 building.

1.1 SUBJECT PROPERTY DESCRIPTION AND HISTORY

The Subject Property is located on the east side of Delta, Ohio in a mixed-use area comprised of residential, commercial, and industrial properties. The Subject Property is comprised of eleven parcels totaling approximately 4.42 acres and was originally developed with three phase-constructed buildings totaling approximately 70,000 square feet (sf) in addition to outdoor storage, paved access roads, and parking, and was most recently occupied by Bunting Bearings. Bunting Bearings currently only operates in the Plant #3 building (see **Figure 2**) and has plans in the near future to cease operations and vacate the Subject Property. An asbestos-containing materials (ACM) survey was completed by HazCorp. in August 2024 at plant buildings and ACMs identified in buildings located at Plants #1 and #2 were abated and the buildings were demolished in November and December 2025. The most recent use of the Subject Property consisted of manufacturing bronze bearings and has historically been developed for similar uses since the early 1900s under varying ownership.

1.2 SUMMARY OF PRIOR WORK

HazCorp was contracted by FCLRC to perform a Pre-Demolition Asbestos Survey, which was conducted at the Subject Property in August 2024 and is included in **Appendix B**. The objective of the survey was to identify ACM that may require proper management, removal, and disposal prior to conducting demolition activities.

The results of the Pre-Demolition Asbestos Survey indicated prior to any future renovations or demolition projects at the Subject Property, completion of the following tasks will be necessary if known or suspected ACM or hazardous materials would be impacted:

- Develop a work plan for any ACM. FCLRC must approve the work plan prior to any abatement work.
- Remove and dispose of identified ACM (friable and non-friable) including debris and furnishings contaminated with asbestos fibers, and then decontaminate surfaces impacted by asbestos fibers.
- Removal of hazardous materials such as bulbs and ballasts, mercury switches, chemicals, and e-waste.

Table 1 below summarizes types and approximate quantities of ACM identified in the building at Plant #3 during the pre-demolition ACM survey as summarized by HazCorp. More details about each material are provided in later sections of this document.

TABLE 1
SUMMARY OF IDENTIFIED ACM

Material Description	Material Locations	Type (S/T/M) & Friability Category	Quantity
Building Three			
Linoleum	Conference Room, Offices under carpet	M/Non-Friable	2,800 SF
PACM Transite Countertops	Northern side of 1 st Floor in office space	M/Non-Friable	120 SF
Pipe Wrap	Northern side of 1 st Floor	T/Friable	150 LF
Pipe Fittings	Northern side of 1 st Floor	T/Friable	12 EA

Notes:

ACM	Asbestos-containing material	EA	Each
S	Surfacing material	SF	Square feet
M	Miscellaneous	LF	Linear feet
		T	Thermal systems insulation

2.0 BIDDING PROCESS

The following sections describe the bidding process. Note that due to the nature of the Subject Property ALL prospective BIDDERS must be currently an Ohio-registered abatement Contractor. **Also note that this is a Davis Bacon wage project.**

Each prospective abatement Contractor shall submit a 5-year safety record with their bid. This shall include the firm's Experience Modification Rating (EMR), Total Recordable Incident Rate (TRIR), and Days Away, Restricted, or Transferred (DART). Comparisons of each prospective Contractor's safety history to industry averages will occur as part of the selection process. Submittals of hazard assessment and health and safety plans for all tasks shall occur prior to start of activities. FCLRC's environmental consultant (Tetra Tech) must also review and approve the plans.

Bidders are also instructed to present a proposed schedule of activities. Prospective Contractors must provide adequate insurance coverage for their anticipated activities. Prospective Contractors shall be prepared to demonstrate coverage or obtain coverage for all risks associated with abatement activities, and hazardous waste removal, including but not limited to worker's compensation, general liability, errors and omission (professional) liability, pollution liability, specific toxic substance liability, and other insurance, as applicable to the prospective consultant's or Contractor's role and responsibilities. FCLRC will set minimum insurance amounts and include these in the contract terms. Acceptable confirmation of the selected Contractor(s)' insurance coverage (e.g., insurance certificate) shall be provided prior to contract execution.

Information conveyed in this document derives from previous investigations at the Subject Property. The following sections cover all tasks of the project within this abatement SOW: Safety, Asbestos Abatement, Hazardous Material/Waste Removal and Disposal, Final Reports and Documentation, and References.

By submitting a bid, the Contractor acknowledges its investigation of and satisfaction with the following:

- Conditions affecting the work, including, but not limited to, physical conditions of the Subject Property that may affect Subject Property access; handling and storage of tools and materials; access to water, electricity, or other utilities; and/or other conditions affecting performance of required activities;
- Character and quantity of all surfaces and substrate materials or obstacles to be encountered as far as this information is reasonably ascertainable from an inspection of the Subject Property, exploratory work by the FCLRC's consultant, and/or information presented in this document; and

- The environmental condition, including presence, location(s), and conditions of ACM and other hazardous materials at the Subject Property.

Any failure by the Contractor to obtain available information does not relieve the Contractor of responsibility for estimating quantities and assessing difficulty or cost of successful performance of the work. The Contractor shall provide its own estimated material quantities and will remove all ACM and other hazardous materials as the total basis for the bid price. Any quantities of ACM and other hazardous materials indicated herein are approximate, intended to alert the Contractor to the general scope of the project, and are not to be relied upon. No increase in contract cost for removal or disposal will be considered due to the Contractor's failure to physically verify all quantities associated with this project.

2.1 PRE-BID SITE WALKTHROUGH

A mandatory Subject Property walkthrough is scheduled for Tuesday, September 15, 2026 at 10:00 AM Eastern Standard Time (EST). Following the property walkthrough, the property will remain open to Contractors for further inspection until 11:30 AM EST. A FCLRC representative must escort the potential Contractors at all times on the premises. This will be the only opportunity Contractors will have on the property. Any questions must be submitted by at least three business days prior to the bid due date via email to Stan Lynn at TetraTech (stanley.lynn@tetratech.com) as FCLRC's Consultant, with a copy to Estee Blair, the Fulton County Land Bank representative for FCLRC (eblair@mvpo.org).

2.2 BID SUBMITTAL DEADLINE

All bids are due to the the Village of Delta no later than 1:00 PM EST Tuesday, September 29, 2026.

You may NOT submit your bid package electronically. It must be received to the Village of Delta: 401 E Main Street, Delta, OH 43515.

Contractors shall submit the Bid Form and all required documents found in Section 4 of this document, along with certificates of insurance, and a proposed schedule..

2.3 PROJECT AWARD DATE

The Client reserves the right to reject any or all bids, waive informalities or irregularities in the bidding process, and award the contract to the bidder determined by the Client, in its sole judgment, to be most advantageous to the project. Contractor selection will not be based solely on the lowest bid. The anticipated project award date is scheduled for Friday, October 9, 2026. An email message to all

Contractors submitting on this project shall be sent alerting them to project award.

3.0 SAFETY

The prospective abatement Contractor will be responsible for safety and work conditions at the Subject Property, including safety of all persons on the Subject Property during normal work hours and abnormal work hours. It is the responsibility of the abatement Contractor to ensure the property is securely locked at the end of each work shift.

The Contractor will designate a Safety Officer for the Subject Property, to be available at all hours while the Subject Property is undergoing abatement under the signed contract. The Safety Officer will be trained with the appropriate knowledge to recognize unsafe conditions. The Safety Officer will implement a safety plan to be applied throughout the duration of work at the Subject Property. The Safety Officer will also be responsible for implementing, maintaining, and recording the specific plan for the Subject Property.

The Contractor will conduct safety meetings and provide FCLRC's consultant (Tetra Tech) with appropriate documentation.

FCLRC, may hire a third party to perform a safety audit of the job and work in progress at any time and on as many occasions as deemed necessary. FCLRC has the authority to shut down the job when any deficiencies are discovered until those deficiencies are corrected. FCLRC will not be responsible for any financial impact of the shutdown on the Contractor.

The Contractor shall ensure all safety equipment, first aid kits, fire extinguishers, etc., are adequately maintained at a convenient and accessible location at the Subject Property.

The Contractor shall be required to provide, maintain, and implement various safety-related documents, including a Subject Property-specific Accident Prevention Plan (APP), during all SOW-related activities at the Subject Property. This plan shall include all Contractor personnel, as well as Subcontractors and Subcontractor personnel under their direction. The APP shall accord with the format and requirements of all applicable Occupational Safety and Health Administration (OSHA) standards regarding hazards at the anticipated job at the Subject Property. This can be combined with the Emergency Protection Plan as discussed in **later sections** of this SOW.

Activity Hazard Analyses (AHA) of each phase of work shall be submitted and updated during the project. The AHA shall define activities to be performed, identify sequence of work, specify anticipated hazard(s), and identify control measures to be implemented to eliminate or reduce risk from each hazard to an

acceptable level. Work shall not proceed on that phase prior to acceptance of the AHA and a preparatory meeting conducted by the Contractor to discuss AHA contents with everyone engaged in the activities. AHAs should be continuously reviewed and, when appropriate, modified to address changing Subject Property conditions or operations.

Contractors conducting any tasks of this project must follow all OSHA regulations for protecting workers from exposure to asbestos fibers during activity at the Plant #3 building. The following are OSHA regulations anticipated to apply to the Contractor's SOW:

- American Society of Safety Engineers (ASSE) Z9.2
- 29 Code of Federal Regulations (CFR) 1910.134
- 29 CFR 1910.141
- 29 CFR 1926.1101
- 40 CFR 61
- 40 CFR 745
- 40 CFR 763
- 49 CFR 172.

In the event of a job emergency at the Subject Property, the Contractor's Competent Person, defined in **Section 4.2.2**, will call the following personnel to convey details of the emergency, and provide assistance as needed:

- 911
- FCLRC

Responsibilities of the Contractor's Competent Person during emergency and/or potential emergency situations shall include the following:

- Assessing the situation to determine whether it is an emergency requiring activation of emergency procedures.
- Directing efforts in the area, including personnel, to minimize injury and property loss.
- Ensuring that outside emergency services such as medical aid and local fire departments are called in when necessary.

- Directing shutdown of operations and building evaluation when necessary.

All electric, gas, water, steam, sewer, and other service lines will be located, shut off, capped, or otherwise disconnected for safety purposes. Temporary services may be utilized as needed but must be connected as directed by a service provider and appropriately licensed electricians and plumbers for distribution at the Subject Property. If necessary to maintain any power, water, or other utilities during abatement, such lines shall be temporarily relocated and protected as needed.

The Contractor will make FCLRC aware of hazardous chemicals, gases, explosives, flammable materials, or similarly dangerous substances where presence of these is suspected in pipes, tanks, or other equipment on the Subject Property. When presence of any such substance is apparent or suspected, testing and purging shall occur, and the hazard shall be removed from the Subject Property.

4.0 ASBESTOS ABATEMENT

This section covers requirements for removal, encapsulation, enclosure encasement, and/or repair of friable and non-friable ACM encountered prior to demolition of the Plant #3 building on the Subject Property.

4.1 ASBESTOS INSPECTION RESULTS

HazCorp provided licensed Ohio asbestos inspectors to conduct an asbestos survey at the Subject Property, in compliance with the following regulations: OSHA 29 CFR Part 1910, following U.S. Environmental Protection (EPA) guidelines for inspections to identify regulated ACM under National Emissions Standards for Hazardous Air Pollutants (NESHAP). A copy of the HazCorp's Pre-Demolition Asbestos Survey report is included in **Appendix B**.

4.2 TECHNICAL ASBESTOS ABATEMENT SPECIFICATIONS

Proper removal and disposal of all identified impacted ACM must occur in accordance with all local, state, and federal regulations. This section discusses technical asbestos abatement specifications pertaining to both friable and non-friable asbestos abatement that was prepared in accordance with the Ohio Environmental Protection Agency (Ohio EPA), Division of Air Pollution Control for asbestos hazard abatement Contractors.

4.2.1 Scope of Work

The work specified herein shall be abatement of ACM by Ohio certified and registered persons who are knowledgeable, qualified, and trained in abatement, handling, and disposal of ACM, and subsequent cleaning of the affected environment.

The Contractor shall prepare and maintain an asbestos abatement plan conforming to specifications of this abatement SOW, and minimally including all of the following:

- Detailed abatement plan for each ACM material that must be accepted by FCLRC and its environmental consultant (Tetra Tech);
- Specification that throughout performance of work, the Contractor will provide appropriate personal protective equipment for workers performing the work;
- Locations and descriptions of regulated areas, including clean and dirty areas, access tunnels, and decontamination unit (clean room, shower room, equipment room, storage areas such as load-out unit);

- Initial exposure assessment in accordance with 29 CFR 1926.1101, and initial exposure assessment in accordance with 29 CFR 1926.62;
- Employ at least one Ohio EPA-certified asbestos hazard abatement specialist;
- Registered with the Secretary of the State as doing business in Ohio;
- Method of notification of other employers at the Subject Property;
- Method of abatement of each ACM, and containment and control procedures;
- Storage and disposal procedures, and plan with notification documents and Safety Data Sheets (SDS);
- Type of wetting agent to be used during abatement and asbestos encapsulation;
- Access to at least one asbestos disposal site approved by Ohio EPA; and
- Fire and emergency response procedures to be established.

The Contractor shall furnish all necessary or required labor, material, equipment, testing, services, permits, insurance, and notifications in accordance with applicable local, state, and federal regulations for abatement of ACM and for other work as specified in this section or as indicated in associated drawings, sketches, or reports of the work.

FCLRC shall provide power and water at the Subject Property for the Contractor. The Contractor will be responsible for providing equipment and materials necessary to connect to these utilities that will be located outside the work area necessary for abatement of ACM.

The Contractor is responsible for developing a safety plan for the abatement removal process that illustrates how notifications to any Subject Property tenants and workers will occur during removal, if necessary.

The Contractor shall pay all fees required for notification requirements, re-notifications, and/or inspections by the regulatory agencies. Unless conveyed within this section of this document, the Contractor shall provide bulk sample analysis information required by the Ohio EPA, or local authority having jurisdiction in conjunction with the notification.

The work shall include removal and disposal of all friable and non-friable ACM listed in **Table 2** below. **Table 2** summarizes friable and non-friable ACM identified during the asbestos survey completed by HazCorp in 2024.

TABLE 2
SUMMARY OF IDENTIFIED ACM

Material Description	Material Locations	Type (S/T/M) & Friability Category	Quantity
Building One			
Linoleum	Conference Room, Offices under carpet	M/Non-Friable	2,800 SF
PACM Transite Countertops	Northern side of 1 st Floor, office space	M/Non-Friable	120 SF
Pipe Wrap	Northern side of 1 st Floor	T/Friable	150 LF
Pipe Fittings	Northern side of 1 st Floor	T/Friable	12 EA

Notes:

ACM	Asbestos-containing material	EA	Each
S	Surfacing material	SF	Square feet
M	Miscellaneous	LF	Linear feet
		T	Thermal systems insulation

4.2.2 Definitions

The following are some common definitions of terms used throughout this section of the SOW:

- **Abatement** – Procedures to decrease or eliminate the source of fiber release from ACM, including encapsulation, enclosure, and removal.
- **Adequately Wet** – Sufficiently mixed or penetrated with liquid to prevent release of particulate.
- **Aggressive Air Sampling** – Sweeping of floors, ceilings, walls, and other surfaces immediately prior to air monitoring via exhaust of a minimum 1 horsepower leaf blower or equivalent.
- **Approved Waste Disposal Subject Property** – A solid-waste disposal area authorized by Ohio Pollution Control Agency (RAPCA) to receive asbestos-containing solid wastes.
- **Asbestos** – varieties of serpentine (chrysotile, antigorite), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.
- **Asbestos Hazard Abatement Specialist** – An individual who is Ohio EPA-certified to direct, control, or supervise others in asbestos abatement projects.
- **Asbestos-Containing Material (ACM)** – 1 percent or more asbestos as determined by a laboratory using protocols set forth in the *Method for the Determination of Asbestos in Bulk Building Materials* found in EPA Report EPA/600/R-93/116.
- **Asbestos Containing Waste Material (ACWM)** – Any ACM removed during a demolition or renovation project, and anything contaminated with asbestos in the course of a demolition or renovation project—including, but not limited to, asbestos waste from control devices, bags or containers that previously contained asbestos, contaminated clothing, materials used to contain the work area during the demolition or renovation operation, and demolition or renovation debris.

- **Barrier** – Any surface that seals off the work area to inhibit movement of fibers.
- **Category I Nonfriable ACM** – Asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos as determined via the method specified in 40 CFR part 763, subpart F, Appendix A, section 1, Polarized Light Microscopy (PLM).
- **Category II Nonfriable ACM** – Any material, excluding category I nonfriable ACM, containing more than 1% asbestos as determined via methods specified in 40 CFR part 763, subpart F, Appendix A, section 1, PLM that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- **Containment** – Area where asbestos abatement project occurs that must be enclosed either by a glove bag or plastic sheeting barrier.
- **Contractor's Competent Person (Qualified Person)** – Person capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate these, as specified in 29 CFR 1926.32 (f); in addition, for Class I, II, III, and IV work, who has completed training courses that meet the criteria of EPA's Model Accreditation Plan (40 CFR Part 763) for project designer or supervisor, or its equivalent.
- **Decontamination Area** – Adjacent and connected to the regulated area, an enclosed area used for decontamination of workers, materials, and equipment contaminated with asbestos.
- **Demolition** – Wrecking or taking out any load-bearing structural member of a facility, together with any related handling operations.
- **Disposal Bag** – A properly labeled, 0.006-inch (6-mil)-thick, leak-proof, tight plastic bag used for transporting asbestos waste from work area to disposal Subject Property.
- **Encapsulant (Sealant)** – A liquid material that can be applied to ACM and which prevents release of asbestos fibers from the material either by creating a membrane over the surface or by penetrating into the material and binding its components together.
- **Encapsulation** – Treatment of ACM with an encapsulant.
- **Enclosure** – Constructed airtight, impermeable, permanent barrier around ACM to control release of asbestos fibers into the air.
- **Friable Asbestos Material** – Any material containing more than 1% asbestos as determined via the method specified in Appendix A, Subpart F, 40 CFR part 763 section 1, PLM, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
- **Glove Bag** – A manufactured or fabricated device, typically constructed of 6-mil transparent polyethylene or polyvinyl chloride plastic, which consists of two inward projecting long sleeves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste.
- **Homogeneous Work Subject Property** – Continuous areas with the same type of ACM and within which one type of abatement process occurs.
- **Negative Initial Exposure Assessment** – An assessment by a “Competent Person” concluding that employee exposures during the job are likely to be consistently below Permissible Exposure Levels.
- **Outside Air** – Air outside of the containment.

- **Personal Monitoring** – Sampling for asbestos fiber concentrations within the breathing zone.
- **Regulated Asbestos Containing Material (RACM)** – Friable asbestos material; Category I nonfriable ACM that has become friable; Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; Category II nonfriable ACM that has high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- **Remove** – To take out of any facility RACM or facility components that contain or are covered with RACM.
- **Renovation** – Alteration of a facility or one or more facility components in any way, including stripping or removing RACM from a facility component.
- **Strip** – To take off RACM from any part of a facility or facility components.
- **Waste Shipment Record** – The shipping document used to track and substantiate disposition of asbestos-containing waste material, and which must originate from and be signed by the waste generator.
- **Work Area** – An isolated area (other than the space enclosed within a glove bag) within which handling friable ACM is required. The area is designated as a work area from the time that the area is secure and access restrictions are in place. The area remains designated as a work area until the time that it has been cleaned in accordance with any requirements applicable to the operations conducted.

4.2.3 Codes and Regulations

This section presents codes and regulations that govern this project.

General Applicability of Codes, Regulations, and Standards

All applicable codes, regulations, standards, statutes, laws, and rules have the same force and effect (and are made a part of contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. Where conflicts arise, the most stringent specification shall apply.

Contractor Responsibility

The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, and disposal; and protection of workers, visitors to the Subject Property, and persons occupying areas adjacent to the Subject Property. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by applicable federal, state, and local regulations. The Contractor shall hold FCLRC harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulations on the part of the Contractor, Contractor's employees, or Contractor's subcontractors.

Federal and State Requirements that Govern Asbestos Abatement Work or Hauling and Disposal of Asbestos Waste Materials

These federal and state requirements include but are not limited to the following:

1. U.S. Department of Labor, OSHA including but not limited to:
 - A. CFR Title 29, Part 1910, Section 1001 and Part 1926, Section 1101
 - B. Respiratory Protection, CFR Title 29, Part 1910, Section 134
 - C. Construction Industry, CFR Title 29, Part 1926
 - D. Access to Employee Exposure and Medical Records, CFR Title 29, Part 1910, Section 2
 - E. Hazard Communication, CFR Title 29, Part 1910, Section 1200
 - F. Specifications for Accident Prevention Signs and Tags, CFR Title 29, Part 1910, Section 145.
2. EPA including but not limited to:
 - A. NESHAP, CFR Title 40, Part 61, Subpart M.
3. U.S. Department of Transportation (DOT) including but not limited to:
 - A. CFR Title 49, Part 172, Section 101.
4. State of Ohio including but not limited to:
 - A. Ohio Revised Code Title 37, Chapter 3710, Asbestos Abatement
 - B. Ohio Administrative Code (OAC) Chapter 3745-20, Asbestos Emission Control
 - C. OAC Chapter 3745-22, Asbestos Hazard Abatement

4.2.4 Notifications

This section specifies notification requirements for this project. Notifications must be sent by the Contractor to Ohio EPA at least 10 calendar days before any work begins, in accordance with requirements of OAC 3745-20-03. Notification to Ohio EPA satisfies the notification requirements of EPA 40 CFR 61.

The notification to Ohio EPA shall include all information required, including the following:

- Brief description of work to be performed;
- Name of the contracting entity;
- Location and address of the project work at Subject Property;
- Approximate duration of the project;
- Approximate amount of asbestos involved in the project;

- Name of any project manager; and
- Other information required by the commissioner.
- The owner shall be listed as FCLRC, with Abby White as the contact (Phone number: 419-784-3882 and email: awhite@mvpo.org)

4.2.5 Submittals

Expected submittals for this project are as follows:

1. The Contractor will submit the following prior to commencement of work for review by FCLRC's designated environmental consultant. FCLRC's designated consultant (Tetra Tech) will return reviewed copies to the Contractor.
 - A. One copy of the SDS for each product to be used by the Contractor in performance of Contractor's work. Contractor will also maintain copies of SDSs on Subject Property per OSHA.
 - B. One copy of each notification to, or any correspondence with, the regulatory agencies. Submit a listing of all prior regulatory violations.
 - C. Floor plan drawing identifying negative air machine, loadout and decontamination placement.
2. Friable Abatement:
 - A. Provide current Certificates of training and statements of qualifications for the project asbestos hazard abatement specialist and for all project personnel. List a summary of project personnel and contact phone numbers. Provide name(s) and address(es) of contact person(s), and name(s) of testing laboratory or laboratories to conduct analysis of air samples to satisfy OSHA requirements.
 - B. Submit a detailed plan of procedures proposed to comply with requirements of this specification and 29 CFR 1926.1101. Include in the plan layouts and locations of barriers, decontamination units, routes of ingress to and egress from work area, personal air monitoring strategy, method of removal of material, and engineering controls imposed to prevent emissions from the work area.
 - C. Provide a disposal plan to detail type of disposal container, method of transportation to disposal Subject Property, waste hauler, and disposal Subject Property.
 - D. Provide a copy of each notification required as part of the emergency notification plan.
3. Upon completion of the abatement work, the following information shall be submitted to FCLRC's environmental consultant (Tetra Tech):
 - A. Waste disposal receipts and waste shipment records of all asbestos waste removed from the Subject Property, OSHA personal air sample results, and daily monometer readouts.

4.3 EXECUTION

This section addresses execution of the abatement.

4.3.1 General Removal Procedures

The following general abatement procedures shall be applied during this project:

1. Construct critical barriers on all windows, doors, roof vents, and other openings to the outside of the building, consisting of one layer of 6 mm polyethylene sheeting, glued and taped at the seams. For exterior containment, polyethylene sheeting must be fire-retardant and able to withstand all weather conditions. Attach the worker decontamination unit and waste pass-out chamber and place the high-efficiency particulate air (HEPA) filtration system inside each containment area. The Contractor shall demarcate the work area perimeter(s) with caution tape and post OSHA notifications.
2. Contractor will provide labor, materials, and equipment to properly install and maintain all interior and exterior containments and decontamination units. Any interior or exterior contained work area shall maintain a minimum of -0.02 inches of water column with a minimum of four air exchanges per hour and be registered by a recording manometer 24 hours per day. Fluctuations below -0.02 inches of water column are unacceptable and may require temporary cessation of work until conditions are corrected. The Contractor will not be entitled to a change in conditions or scope due to repair of containments and decontamination units due to Acts of God, vandalism, or improper maintenance of the enclosures.
3. Remove material from the substrate by applying wet methods. All ACM waste generated shall be double-bagged, appropriately labeled, and transported for disposal at an approved landfill. All interior vertical and horizontal surfaces shall be abated, HEPA-vacuumed, wet-wiped, and encapsulated as part of the decontamination process. A manifest must accompany friable and non-friable ACM waste during transport and disposal. FCLRC must receive copies of the manifests for both friable and non-friable ACM waste at project completion.
4. All machinery (i.e., lifts, floor tile removal machines etc.) used on the interior of the building must be electric. No use of gasoline or propane powered equipment is allowed.

4.3.2 Work Area Preparation – General Requirements

This section applies to construction of a Negative Pressure Enclosure (NPE).

Post appropriate warning signs and warning tape meeting requirements of OSHA 29 CFR 1910.1001 (j)(1), and 29 CFR 1926.1101 (k)(6) to demarcate the regulated area or other approaches where airborne asbestos fiber concentrations may be expected to exceed the permissible exposure limit (PEL). Signs and warning tape shall be posted at a distance sufficiently far enough away from the regulated area to permit an employee or others to read the sign and take the necessary protective measures to avoid exposure. Exterior doors accessing the regulated area must be locked and posted on the outside with warning signs.

Shut down and lock out electric power to the regulated area. Make provisions to draw temporary power and lighting from outside the abatement area. Ensure safe installation (including ground faulting) of temporary power sources and equipment by compliance with all applicable electrical code requirements and OSHA requirements for temporary electrical systems.

Pre-clean all movable objects within the regulated area by application of a HEPA filtered vacuum and/or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the work area and carefully stored or sent for disposal in compliance with all applicable federal, state, and local laws. All porous construction debris within the regulated area shall be considered asbestos contaminated and sent for disposal accordingly.

Objects in the regulated area that cannot be moved shall be pre-cleaned, covered with one layer of 6 mm polyethylene sheeting, and secured with duct tape.

Seal off all windows, doorways, corridor entrances, drains, ducts, grates, diffusers, skylights, and any other openings leading into, out of, or through the regulated area from areas outside of the regulated area with one layer of 6 mm polyethylene sheeting and duct tape/spray adhesive (critical barrier). All floor penetrations shall be sealed with a spray foam substance to prevent any potential spills or leakage out of the NPE. The spray foam shall be installed prior to any floor sheeting installation. All ACM shall be removed (if present) in the penetrations prior to spray foam and floor sheeting application.

Wall sheeting shall not be required on interior work area building surfaces being abated. Critical barriers and negative pressure will be required. Wall sheeting will be necessary only if an abatement work area adjoins an occupied area of the building.

Construct and install a clear view port with a minimum size of 18" x 18" to allow a view of the interior of the work area. Install as many view ports as possible necessary to give a clear view of all abatement work operations.

The Subject Property shall be free of friable ACM once abatement is completed. It may be necessary for the Contractor to removal walls, or use destructive methods to access ACM within walls, voids, or other concealed areas. FCLRC's environmental consultant (Tetra Tech) will make the determination of any building materials removed or impacted to access ACM shall be treated as ACM for disposal.

4.3.3 Worker Decontamination Area

The Worker Decontamination Area shall be provided at locations contiguous to the regulated area where an attached, wet, three-stage decontamination chamber must be provided. The system may consist of existing rooms or areas outside of the work area, if the layout is appropriate, that can be enclosed in plastic sheeting and remain accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood, or plastic support as appropriate.

Worker decontamination enclosure systems constructed at the Subject Property shall include 6 mm opaque black or white polyethylene sheeting or other acceptable materials for privacy.

The worker decontamination enclosure shall minimally consist of a clean room, a shower room, and an equipment room, each separated from each other and from the work area by air locks.

Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through curtained doorways consisting of three sheets of overlapping polyethylene sheeting. One sheet shall be secured at the top and left side, the other sheets at the top and opposing sides. All sheets shall have weights attached to their bottoms to ensure that they hang straight and maintain a seal over the doorway when not in use.

Access between any two rooms in the decontamination enclosure system shall be through an air lock with at least 3 feet separating each curtained doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the work area shall be clearly designated.

Clean room should be sized to adequately accommodate the work crew. Benches shall be provided, as well as hooks for hanging up street clothes. Shelves for storing respirators should also be provided in this area. Clean work clothes (if required under disposable clothing), clean disposable clothing, replacement filters for respirators, towels, and other necessary items shall be provided in adequate supply in the clean room. A location also should be established for postings of permitted access into the clean room from outside the work area. Lighting, heat, and electricity shall be provided, as necessary, for comfort. This space shall not be used for storage of tools, equipment, or materials (except as specifically designated), or as office space.

The shower room shall contain one shower head per every five workers in containment, or more as necessary to adequately accommodate workers. Each shower head shall be supplied with hot and cold water

adjustable at the tap. The shower enclosure shall be available at all times. Shower water shall be drained, collected, and filtered through a system with at least 0.5 to 1.0 micron particle size collection capability.

Notice: A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles.

No asbestos contaminated water may be allowed to evaporate or leak into non-work areas. Disposal of all filtered water must occur into a sanitary sewer. This water must not be allowed to go to storm drains or run off onto adjacent soil or paved surfaces.

The equipment room shall be suited for storage of equipment and tools at the end of a shift after these have been decontaminated by application of a HEPA filter vacuum and/or wet cleaning techniques as appropriate. Stored there as well may be replacement filters (in sealed containers until used) for HEPA vacuums and HEPA filtration ventilation equipment, extra tools, containers of surfactant, and other materials and equipment that may be required during the abatement. A pool or equivalent filled with water shall be present in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A drum lined with a labeled, 6 mm, polyethylene bag for collection of disposable clothing may be located in this room. Contaminated footwear (e.g., rubber boots, other reusable footwear) shall be stored in this area for reuse the following workday.

4.3.4 Waste Container Pass-Out Airlock and or Direct Load Out

The waste container pass-out airlock shall be attached to the abatement containment barriers at a location near the waste disposal transport container. This airlock system shall consist of an airlock, a container staging area, and another airlock with access to the abatement work area. The waste container pass-out airlock shall be constructed in a fashion similar to the worker decontamination enclosure system with use of similar materials and similar airlock and curtain doorway designs. Waste containers SHALL NOT be removed from the containment through the worker decontamination unit(s). The waste container pass-out airlock system SHALL NOT be used for entry to or exit from the Subject Property.

4.3.5 Maintenance of Negative Pressure Enclosure

Following completion of construction of all polyethylene barriers and decontamination system enclosures,

allow settling to ensure that barriers will remain intact and secured to walls and fixtures before beginning actual abatement activities.

Immediate repair of damage and defects in the NPE upon discovery is the responsibility of the Contractor. At any time during abatement activities, if visible material is observed outside of the work area or if damage occurs to the NPE, work shall immediately stop, barriers shall be repaired, and debris/residue cleaned up by application of appropriate HEPA vacuuming and wet mopping procedures.

If air samples collected outside of the regulated area during abatement activities indicate airborne fiber concentrations greater than 0.1 fibers per cubic centimeter (f/cc) or pre-measured background levels (whichever is lower), work shall immediately stop for inspection and repair of the NPE. Cleanup of surfaces outside of the work area by application of HEPA vacuum or wet cleaning techniques may be necessary.

Install and initiate operation of HEPA filtration equipment as needed to provide one air change in the work area every 15 minutes. Openings in the enclosure system to accommodate these units shall be made air-tight by use of tape, spray adhesive, and/or caulking as needed. If more than one unit is installed, these should be turned on one at a time, checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Ensure that adequate power supply is available to satisfy requirements of the ventilating units, air sampling pumps, and other equipment. HEPA filtration units shall be exhausted to the outside of the building whenever feasible. They shall not be exhausted into occupied areas of the building. Twelve-inch reinforced extension ducting shall be used to reach from the work area to the exhaust area. The Contractor shall ensure regular changes of HEPA filters, that filters are not obstructed or damaged, and that the exhaust ducting does not release fibers into uncontaminated building areas.

A minimum of -0.02 column inches of water pressure differential, relative to outside pressure, shall be maintained within every NPE as evidenced by recorded manometer measurements. The NPE shall be kept under negative pressure throughout the period of its use.

4.3.6 Class I Asbestos Removal Procedures

Class I asbestos removal shall include all friable TSI, surfacing material, sheet vinyl, and any non-friable material that will be rendered friable in the course of abatement activities. Pre-clean, isolate, and prepare the regulated area in accordance with the applicable regulations; achieve negative pressure and record pressure differential utilizing a continuous recording manometer. Wet the ACM with amended water solution using appropriate equipment. Saturate the material to the greatest extent possible. Keep all removed

material wet enough to prevent fiber release until it can be containerized for disposal. Remove the ACM from the substrate. At a minimum, place a single layer of 4 mm polyethylene sheeting to act as a drop cloth on surfaces beneath the removal activity.

Removed material should be containerized (disposal bags) before a move to a new location for continuance of work. Materials removed from building structures or components shall not be dropped or thrown to the floor and/or ground. Materials should be removed as intact sections or components whenever possible, containerized, and carefully lowered to the floor. Containers (6-millimeter polyethylene disposal bags or drums) shall be sealed when full. Wet material can be exceedingly heavy, and double-bagging of waste material is always required.

Asbestos-containing waste with sharp-edge components (e.g., nails, screws, metal lathe, tin sheeting, concrete, etc.) will tear the polyethylene bags and sheeting; therefore, these types of materials shall be segregated from polyethylene waste bags and placed in drums for disposal.

After completion of any stripping work, surfaces from which ACM has been removed shall be wet-brushed and sponged or cleaned by application of some equivalent method to remove all visible residues.

After the regulated area has been rendered free of visible residues, and has passed a final visual clearance inspection, seal in non-visible residue by applying one coat of a satisfactory lockdown encapsulant agent to all surfaces, except for flooring, in the work area including structural members, building components, and plastic sheeting on walls, floors and coverings over non-removable items.

4.3.7 Class I Asbestos Removal – Glove Bag Procedures

Glove bags shall be constructed of 6 mm polyethylene sheeting and be seamless at the bottom. Glove bags must have built-in internal sleeve gloves, tool pouch, and small openings for insertion of water sprayers and/or HEPA vacuum nozzles. Glove bags shall be pre-labeled with appropriate EPA, OSHA, and DOT warnings.

Glove bags may be used only on straight runs of TSI ACM of unlimited lengths or on individual mudded pipe fittings or roof drains. Glove bags may be used only once and may not be moved. Glove bags shall not be used on surfaces with temperatures exceeding 150 degrees Fahrenheit.

At least two properly trained Contractor employees shall perform glove bag removal work under mandatory supervision by the supervisor.

Glove bag work practices shall consist of the following:

- Isolate the regulated area with critical barriers, one layer of 6 mm polyethylene sheeting, over all openings leading into or out of the area. Place one additional critical barrier layer over all HVAC openings. Demarcate the regulated area with warning signs.
- Place critical barriers (4 mm sheeting) over any HVAC system vents adjacent to the work area, and place drop cloths (4 mm sheeting) over all objects near the work area that cannot be moved.
- Ventilate the regulated area using HEPA filtration machine.
- Place one layer of 4 mm polyethylene sheeting on the floor or surface below the entire length of the pipe run or pipe fitting to be removed so that it extends at least 3 feet to either side of the material.
- Wrap and/or seal any pre-existing damaged, friable, and/or loose TSI material with tape or a layer of 4 mm polyethylene sheeting prior to glove bag work.
- Securely attach glove bag to piping or object. The installation must completely cover the circumference of the pipe or object.
- Test glove bag for leaks using smoke tubes. Seal with tape any leaks, and retest.
- Thoroughly wet the ACM, and strip/remove the material to the substrate. Maintain the ACM in the glove bag in a wet condition during the removal process.
- After ACM removal, clean the exposed surfaces with brushes and/or wet wiping to remove any remaining residue.
- Apply a lockdown encapsulant to exposed surfaces and to adjacent TSI material, if applicable.
- Remove tools from glove bag by pulling them through internal sleeve gloves. Twist the sleeve gloves and tape. The tools may be placed into the next section of glove bag or decontaminated in a bucket of water.
- Make sure the removed ACM is in the bottom of the bag, evacuate the air from the glove bag using a HEPA filtered vacuum system, twist the glove bag several times, and tape the bag closed.
- Place the glove bag into a 6 mm disposal bag and perform cleanup procedures in accordance with applicable regulations.

Procedures for negative pressure glove bag use shall comply with work practices described above and are to include the following:

- Attach a HEPA filtered vacuum system to the bag and place a device in the bag to prevent collapse during work.
- Use the HEPA vacuum system and device to prevent collapse continuously during glove bag removal operations.
- Use of a separate waste collection bag during the ACM removal process is permissible. That waste bag may be used only once.

4.3.8 Procedures for Class II Asbestos Removal

All Class II asbestos removal work shall be completed in accordance with the requirements stated in the OSHA Asbestos Standard 29 CFR 1926.1101(g)(7).

Demarcate the area around the removal area with asbestos warning tape and signs. For indoor work, critical barriers shall be placed over all openings leading into or out of the regulated area. For removal of floor tiles and mastic not conducted during friable fireproofing removal, isolate the work area by constructing a partial containment enclosure (one layer of 6 mm polyethylene sheeting) for temporary walls or along walls that are not ACM. HEPA filtration machines shall be placed in the containment work area. When performing abatement adjacent to occupied areas, initiate operation of HEPA filtration equipment as needed to provide six air changes in the work area every 60 minutes. A minimum of -0.02 inches of water column pressure differential, relative to outside pressure, shall be maintained within the NPE as evidenced by manometer measurements. Or all removal will be completed in Class I containment. Work performed within designated spill areas does not require placement of polyethylene sheeting on walls.

Class II removal practices shall consist of the following:

- One layer of 4 mm polyethylene sheeting shall be placed under the removal activity, where practical. A layer of 4 mm sheeting shall be placed at least 4 feet above the floor along walls in the work area. Contractor may utilize existing sheeting placed for construction of negative pressure enclosure at this area. HEPA filtration machines shall be placed in the work area to provide one air change every 15 minutes. When performing abatement adjacent to occupied areas, initiate operation of HEPA filtration equipment as needed to provide six air changes in the work area every 60 minutes. For removal of sheetrock systems, isolate the work area by constructing a partial containment enclosure (one layer of 6 mm polyethylene sheeting) for temporary walls or along walls that are not ACM, and place a layer of 6 mm sheeting on the floor.
- ACM shall not be removed by high-speed abrasive saws, sanders, or drills; compressed air systems; mechanical chipping; or other types of powered cutting tools.
- ACM shall be removed in an intact state to the extent possible.
- ACM must be thoroughly wetted with amended water prior to removal.
- Removed material shall be immediately placed in impermeable leak-tight containers or pre-labeled disposal bags or wrapped in polyethylene sheeting. The material must remain in a wet condition and transferred into a waste transport trailer.
- Any ACM debris shall be collected by use of a HEPA vacuum system and/or wet wiped. Or all removal will be completed in Class I containment.

4.3.9 Cleanup Procedures

Remove and containerize all visible accumulations of ACM and ACM debris utilizing rubber dust pans and rubber squeegees. Use plastic shovels to pick up or move accumulated waste. Take special care to minimize damage to the floor. Clean all surfaces in the regulated area using wet-dry HEPA vacuums, rags, mops, and sponges as appropriate.

Remove and/or clean the outer layer of plastic sheeting from walls and floors. Windows, doors, HVAC system vents, and all other openings shall remain covered. The NPE shall remain in place and continue to be utilized. Remove all containerized waste from the regulated area and waste container pass-out airlock and place it in a waste transport trailer.

Decontaminate all tools and equipment and remove these at the appropriate time in the cleaning sequence. Place materials and/or equipment that cannot be thoroughly decontaminated in locking containers or wrap them in two layers of 6 mm polyethylene sheeting. Empty HEPA filtered vacuum collection units of ACM waste and remove/change filters from HEPA filtration machines.

Inspect the regulated area for visible residue. Any observed accumulation of residue will be assumed to be ACM debris, and the cleaning sequence will be repeated. The regulated area shall be cleaned until free of all ACM waste and debris, and in compliance with federal, state, and local requirements. Any additional cleaning cycles shall occur as necessary at no cost to FCLRC until all criteria have been met.

4.3.10 FCLRC's Supervision of Abatement

The Contractor shall designate a competent, licensed supervisor subject to approval by FCLRC's environmental consultant (Tetra Tech). The supervisor shall be the Contractor's representative on the project, and shall meet the requirements of all applicable regulations and the following minimum requirements:

- Before engagement in any asbestos projects, shall have been certified by Ohio EPA as an asbestos hazard abatement specialist, and shall have completed the minimum of an initial course approved by a certified training provider, consisting of an EPA-approved five-day asbestos contractor/supervisor initial training course and proof of one day refresher training when applicable.
- Shall maintain a daily log of the project—documenting events, visitations, problems, equipment failures, accidents, and inspections.

- Shall be responsible for implementation of first aid, safety training, respiratory protection, and assurance that all workers are trained in emergency procedures.
- Shall be responsible for conducting a visual inspection of the work area prior to a visual inspection by FCLRC's environmental consultant (Tetra Tech) (Inspection shall be documented).

4.3.11 Negative Initial Exposure Assessment

1. Per OSHA regulations, the Contractor must conduct a Negative Initial Exposure Assessment prior to removal of the asbestos material. The Negative Initial Exposure Assessment shall be performed by a "Competent Person" to determine whether the material may be removed without exceeding the PEL. The Contractor may also conduct daily personnel air sampling on abatement workers.
2. The method of removal is the Contractor's option. However, in the event of any of the following, the Contractor shall immediately stop work, implement corrective work practices, make any necessary notifications to all regulatory agencies of changes in work practices and material conditions, and comply with the requirements as set forth in this specification:
 - A. Observation of visible emissions
 - B. Sanding, grinding, cutting, or abrading of material
 - C. Exceedance in personnel air samples of 0.1 f/cc.
3. Testing laboratories utilized by the Contractor for sample analysis during the project shall meet the following minimum requirements and be approved by FCLRC's environmental consultant (Tetra Tech). This information shall be submitted to FCLRC's environmental consultant (Tetra Tech) for review.
4. All OSHA air samples shall be analyzed by a testing laboratory accredited by the American Industrial Hygiene Association (AIHA) or by an individual currently on the Asbestos Analyst Registry or proficient in Proficiency Analytical Testing (PAT).

4.3.12 Worker Protection and Training

1. The Contractor shall be responsible for providing Contractor employees with proper respiratory protection, respiratory training, written respirator program, medical examinations, maintenance of medical records, and protective clothing and equipment to comply with OSHA requirements.
2. The Contractor shall be responsible for all testing and costs incurred for complying with requirements of OSHA regulations for Personal Air Sampling.
3. All workers shall be trained in the dangers inherent in handling asbestos and breathing asbestos dust, and in proper work procedures and personal and protective measures.

All workers shall hold valid certifications as Ohio EPA-accredited asbestos hazard abatement workers as required by OSHA, Title 12 (Practices and Trades Related to Water, Health, and Safety), Subtitle B (Practices related to health and safety), Sub chapter C (License and registration requirements), Sec. 1954.101 (License Required for Certain Activities).

4.3.13 Discovery of Unexpected Asbestos

Previously unidentified suspect ACM discovered during abatement and/or demolition will be sampled and analyzed for its asbestos content by a licensed Ohio EPA asbestos hazard evaluation specialist, designated by Tetra Tech. Person or persons performing sampling activities to assess presence of additional ACM must be current Ohio EPA licensed asbestos hazard evaluation specialist(s), and analyses must occur at an approved National Voluntary Laboratory Accreditation Program (NVLAP) laboratory.

4.3.14 FCLRC's Air Sampling Professional

1. FCLRC's environmental contractor (Tetra Tech) will provide a person meeting the requirements of OAC 3745-22-11 to collect asbestos air samples. At a minimum, this person is to perform the following duties:
 - A. Approve the Contractor's work plan and methods of abatement to meet regulatory requirements.
 - B. Collect air samples in the following areas:
 - I. Outside of the decontamination area
 - II. Outside of waste load-out areas
 - III. Near critical barriers or potential problem areas
 - IV. At the output of a negative air machine (or bank of machines).
2. FCLRC's environmental consultant (Tetra Tech) will be available during Contractor's activities described in this document in the event additional suspect ACMs are discovered.
3. If ACMs are left in place after abatement activities are complete, FCLRC's environmental consultant (Tetra Tech) will document locations, quantities, and conditions of remaining ACMs.
4. FCLRC's environmental consultant (Tetra Tech) will conduct a visual inspection of the work area following abatement to check the Contractor's procedures, methods, and practices in accordance with current EPA, OSHA, state, and/or applicable local regulations.

4.3.15 Emergency Protection Plan

1. The Contractor shall be responsible for developing a written Emergency Protection Plan and shall maintain this plan on the Subject Property. The plan shall include considerations of, and procedures to address asbestos leakage from the Subject Property, fire, explosion, toxic atmospheres, electrical hazards, slips, falls, and heat-related injury. All employees shall be instructed and trained in the procedures.
2. The Emergency Protection Plan shall also include written notification to police, fire, and medical personnel of planned abatement activities, work schedule, and layout of the work area - particularly barriers that may affect response capabilities.

4.3.16 Local Area Protection & Subject Property Security

1. The Contractor shall be responsible for all areas of the building used by the Contractor and/or subcontractors in performance of the work. The Contractor shall exert full control over actions of all employees and other persons with respect to use and preservation of the existing building, except such controls as may be specifically reserved to FCLRC.
2. The Contractor has the right to exclude from the work area all persons with no purpose related to the work or its inspection and shall require all persons in the work area to comply with the same regulations required of Contractor's employees.
3. The Contractor shall have control of the Subject Property security during abatement operations to protect work environment and equipment. The Contractor shall have FCLRC's assistance in notifying building occupants of impending activity and enforcement of restricted access, if necessary.
4. The Contractor shall keep a minimum of two 10-pound type ABC fire extinguishers on the Subject Property. One should be maintained outside the work area and one inside the work area. Employees shall be trained in operation of these fire extinguishers. Where areas cannot be isolated by existing walls and doors from employees, clients, or the public, barriers must be constructed of 0.5" plywood and 2" x 4" framing 16" on-center to isolate the area. The barriers must be installed in a manner to prevent damage to existing walls, floors, or ceilings. Each barrier may have a lockable door.
5. The Contractor shall keep the work area free from rubbish, debris, and dirt, and maintain a clean, safe working area.
6. The Contractor shall provide warning signage around the regulated area as required by OSHA.
7. The Contractor shall isolate any and all air supply and returns to the abatement space as required by OSHA. The Contractor shall coordinate with FCLRC, as needed.
8. The Contractor shall maintain all areas where adhesive stripper is in use (such as mastic removal) under negative pressure and exhaust air therein to outside ambient air.

4.3.17 Final Clearance Requirements Asbestos

The Plant #3 building is scheduled for demolition; therefore, final visual and air clearance sampling will not be required in compliance with Ohio EPA regulations referenced in **Section 3.2.3** of this document.

1. After abatement is complete, FCLRC's environmental consultant (Tetra Tech) will perform the following, at a minimum:
 - A. Upon completion of abatement activities within each area, a Tetra Tech-designated licensed asbestos inspector will conduct a visual inspection according to ASTM Standard Practice for "Visual Inspection of Asbestos Abatement Projects," E-1368-14. Per ASTM practice, this visual inspection is the final stage of a complete process of visual inspection that begins at the earliest stages of planning and is continued through completion of the work. The fundamental criterion for completeness of removal and cleanup is absence of visible ACM and ACM residue, dust, and debris.

2. Any work areas failing to meet clearance requirements of this section shall be re-cleaned and retested at the Contractor's expense until satisfactory levels are achieved.

4.3.18 Reestablishment of the Work Area and Systems

1. Reestablishment of the work area shall occur only after the Contractor has received final clearance in writing from FCLRC's environmental consultant (Tetra Tech).
2. All damage to finishes, equipment, and/or other areas not affected by the abatement shall be repaired by the Contractor to equal or better condition than condition prior to the work, at no cost to FCLRC.

4.3.19 Waste Disposal

1. All asbestos-containing waste and/or asbestos-contaminated debris shall be minimally double bagged in approved 6-mil disposal bags. Each bag shall be tagged to meet requirements of NESHAP with an asbestos caution label and a source identification label.
2. Transportation shall meet the requirements of all regulatory agencies for ACM, and transport shall be in an enclosed or lined truck.
3. The waste disposal shall be approved by the applicable state agency (Ohio EPA) for asbestos disposal. A chain-of-custody letter/waste shipment record and disposal receipts shall be provided to FCLRC's environmental consultant (Tetra Tech) for all materials sent for disposal.

4.3.20 Drawings

Any drawings provided are to be solely "references" to the work area. Information on drawings is not specific to quantities or to exact locations of ACM unless explicitly noted. The Contractor will be required to field-verify conditions and quantities.

4.3.21 Schedule

Upon notification of award, the Contractor must submit all required notifications to the applicable federal and/or state entities with two business days. Once the notification waiting period has expired, the Contractor has 45 calendar days to complete all abatement, achieve clearance as described in this document and have completed demobilization from the Subject Property. As **previously** stated in **Section 2.0**, all bidders shall submit a proposed schedule as part of their bids.

5.0 HAZARDOUS MATERIALS REMOVAL AND DISPOSAL

The following hazardous materials should be removed and properly disposed of by the Contractor prior to or during ACM abatement: white goods and chlorofluorocarbon (CFC)-containing equipment; heating, ventilation, and air conditioning (HVAC) systems; drinking fountains; corrosive cleaning product; polychlorinated biphenyl (PCB)-containing fluorescent light ballasts; mercury-containing fluorescent light tubes; mercury-containing thermostats; e-waste; dry-type transformers; and other containerized chemicals. Contractor is responsible for field verifying any hazardous materials within the building that may require off-property disposal or make assumptions in bid for potentially hazardous materials expected to be encountered.

6.0 FINAL REPORTS AND DOCUMENTATION

Upon completion of each project task, the Contractor responsible for that task must provide all necessary documentation regarding that task. Documentation required includes but is not limited to the following:

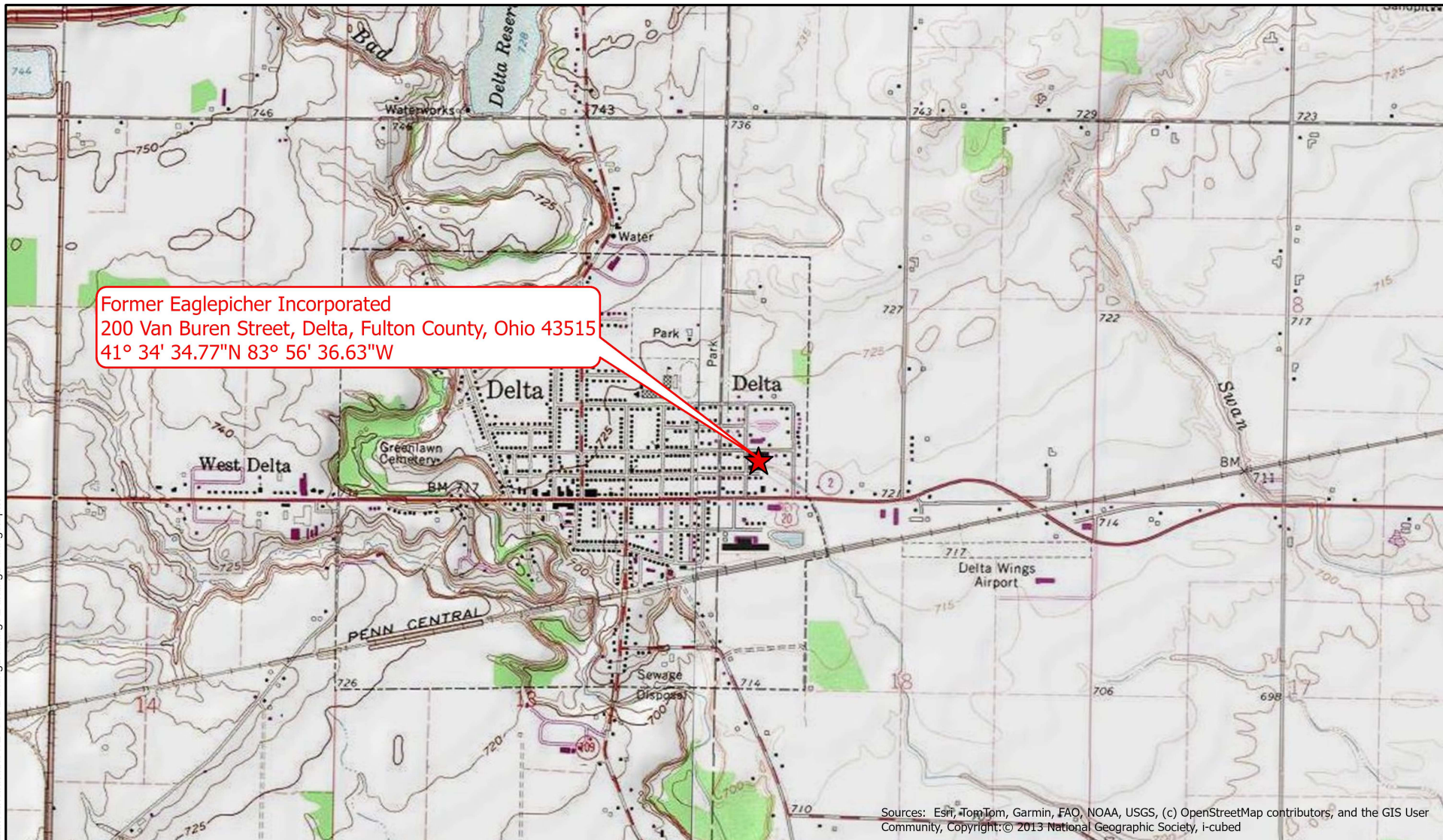
- Notifications for abatement submitted to local, state, and federal agencies.
- All waste manifests from the Contractor responsible for ACM removal/disposal.
- Changes, if any, to the SOW or project specifications during the work.
- Field sheets, daily logs, and photos taken.
- Certifications for all workers on the Subject Property.

7.0 REFERENCES

- HazCorp Environmental Services, Inc. (HazCorp). 2024. Pre-Demolition Asbestos Survey, Former Bunting Bearings. August 2024.
- U.S. Environmental Protection Agency (EPA). 1985. *Guidelines for Controlling Asbestos Containing Materials in Buildings*.

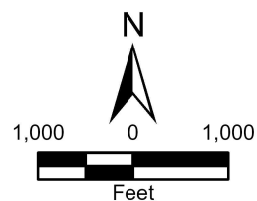
FIGURES

File Path: \\etss706\gis\dfs1\CORP\arcGisShare\EM\Cincinnati\S828803\BuntingBearings\BuntingBearings.aprx



Legend

- ★ Subject Property Location



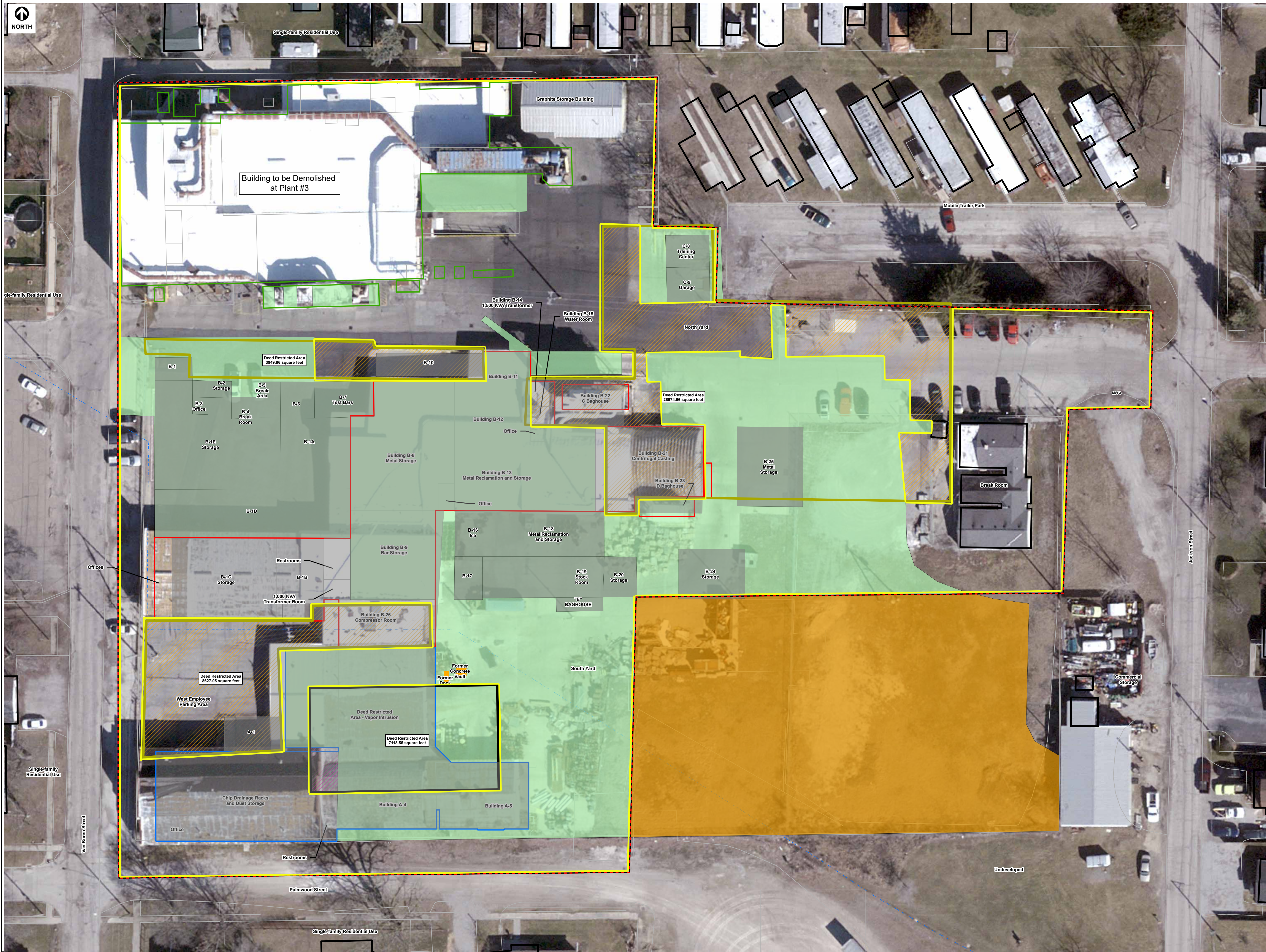
Former Eaglepicher Incorporated
200 Van Buren Street
Delta, Ohio

Figure 1
Property Location Map



Prepared For: MVPO

Prepared By: Jake Miller



- Legend**
- CAPPING EXTENT
 - APPROXIMATE PROPERTY BOUNDARY
 - ADDITIONAL FEATURES
 - PLANT NO. 1
 - PLANT NO. 2
 - PLANT NO. 3
 - FORMER BUILDING
 - DEED RESTRICTED AREAS
 - DEED RESTRICTED AREA - VAPOR INTRUSION
 - PAST ON-PROPERTY SOIL REMOVAL AREAS
 - PAST OFF-PROPERTY SOIL REMOVAL AREAS
 - BUILDING FOOTPRINT
 - REC-1: FORMER FILL MATERIAL
 - REC-2: CHLORINATED SOLVENT AREA
 - FEWLESS CREEK

0 25 50
Feet

Bunting Bearings/Eagle Picher
200 Van Buren Street
Delta, Ohio

Figure 2
Property Layout



**APPENDIX A
BID FORM**

[SEE SECTION 4 FOR FULL BID FORMS](#)

APPENDIX B
PRE-DEMOLITION ASBESTOS SURVEY REPORT



August 30, 2024

Mr. Phillip Henzler
Bunting Bearings, LLC
1001 Holland Park Blvd. #1001
Holland, Ohio 43528
Phone: 419-866-7720
Email: phenzler@buntingbearings.com

Re: Pre-Demolition Asbestos Inspection – 200 Van Buren Street, Delta, Ohio 43515

Dear Mr. Henzler,

At your request, on August 20, 2024 HazCorp Environmental Services, Inc. performed an asbestos inspection at your facility in Delta, Ohio.

Address:	200 Van Buren Street, Delta, Ohio 43515	
Inspection Date:	08/20/2024	
Inspection Type:	Pre-Demolition	
Occupied or Unoccupied?	Occupied: ☒ Unoccupied: ☐	
Build Date:	1964, 1965, 1974, & 1975	
Owner:	Bunting Bearings, LLC	
Size of Building:	69,142 square feet	
Stories:	Mostly one story; one section with a second story	
Condition:	Acceptable	
Exterior Siding Material:	Metal Siding and Masonry Materials	
Inaccessible Areas:	None	
Asbestos Found:	Yes: ☒ No: ☐	
ACM Identified:	Asbestos Floor Tile and Linoleum, Thermal System Insulation; PACM: Transite Countertops, Transite Pipe, and Asbestos Paper	
Basement/Crawlspace:	None	Accessible - Yes: ☐ No: ☐ N/A: ☒
Vermiculite Identified?	Yes: ☐ No: ☒ N/A: ☐	

Description of the Building

Bunting Bearings, LLC manufactures a complete line of bearings and cast materials. The inspected buildings are being demolished as they are antiquated and were built in a piece-meal fashion, when the business expanded they would simply add another building or another section onto an existing building.

Of the three buildings inspected only one is currently being used for active manufacturing, the other two are partially or completely abandoned.

Most of the interior spaces of buildings 1 and 2 are empty at this time. Building 3 is still used for manufacturing processes.

Considering the size of these buildings and their ages there are very few asbestos containing materials in them.

Suspect Asbestos Containing Materials

The following suspect materials were assessed and sampled or presumed to contain asbestos:

- Drywall/Joint-Compound Systems,
- Texture on Drywall/Joint-Compound Systems,
- Numerous Resilient Floor Coverings including Floor Tile and Mastic and Linoleum,
- Cove Base Molding and Associated Mastic,
- Ceiling Tile 12",
- Various Ceiling Panels 2' x 4',
- Various Sprayed-On Insulations,
- Various Window Glazes,
- Wall Paneling Mastic,
- Sprayed-On Roofing,
- Roofing,
- Thermal System Insulation Fittings,
- PACM: Transite Pipe Furnace Flue,
- PACM: Asbestos Paper, and
- PACM Transite Countertops.

Asbestos Inspections

The United States Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants regulations are the primary regulations governing asbestos-containing building materials in the United States as found within 40 CFR Part 61, Subpart M. Asbestos is recognized as a Hazardous Air Pollutant under these regulations. All friable asbestos-containing materials or non-friable materials that may become friable during the demolition or renovation process must be removed prior to these actions being undertaken.

The Ohio EPA also has regulations found in the Ohio Administrative Code (OAC) 3745-20. These pertain primarily to demolition and renovation.

The inspection was also done to comply with the Occupational Safety and Health Administration asbestos standard for the construction industry (29 CFR 1926.1101) and the Ohio EPA regulations found in OAC 3745-22.

Licensing of individuals involved in asbestos inspections, air monitoring, project design, and removal of regulated asbestos-containing materials in the State of Ohio is regulated by the Ohio Environmental Protection Agency.

The collection of samples was done to comply with the Asbestos Hazard Emergency Response Act found in 40 CFR 763 Subpart E and the Ohio EPA Regulations previously cited.

The inspection was performed by a Certified Asbestos Hazard Evaluation Specialist licensed through the Ohio EPA.

Common Abbreviations Found within this Report	
ACM	Asbestos Containing Material
ASHERA	Asbestos Hazard Emergency Response Act of 1986
CF	Cubic Feet
CT/CP	Ceiling Tile or Ceiling Panel
DW-JC	Drywall-Joint Compound
FT	Floor Tile
HA	Homogenous Area
HP	Hard Plaster
LF	Linear Feet
NESHAPS	National Emission Standards for Hazardous Air Pollutants
OSHA	Occupational Safety and Health Administration
PACM	Presumed Asbestos Containing Material
PC	Point Count Analysis
PLM	Polarized Light Microscopy
RACM	Regulated Asbestos Containing Material
SF	Square Feet
TSI	Thermal System Insulation
USEPA	United States Environmental Protection Agency

General Information with Regard to Asbestos

Some uses of asbestos containing materials were banned in the 1970's and 1980's, these include: sprayed-on fireproofing, Thermal System Insulation (pipe or duct insulation), asbestos paper products, flooring felts and new uses of asbestos; however, a more thorough proposed ban by the USEPA was successfully fought by a group of industrial attorneys. Products not currently banned include: asbestos cement corrugated sheet, asbestos clothing, pipeline wrap, roofing felt, vinyl-asbestos floor tile, asbestos cement shingles, millboard, gaskets, non-roofing coatings and roofing coatings. However, the reality is that relatively few asbestos containing building materials have been manufactured or installed in the US in the past thirty years due to product liability issues.

Asbestos-Containing Materials and their Classification

The USEPA uses the terms friable and non-friable to categorize different types of asbestos-containing building materials. Materials that contain more than 1% asbestos and that, when

dry, can be reduced to a powder via hand pressure are considered friable or RACM. These materials, if they are to be disturbed, must be removed by a licensed asbestos abatement contractor.

The term RACM includes:

- Friable asbestos-containing materials;
- Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading;
- Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to a powder by the forces expected to act upon the material in the course of demolition or renovation operations.

Non-Friable Category I materials include floor tiles and roofing felts. Normally, Category I non-friable materials do not become friable unless they are sanded, abraded, or ground-up.

Non-Friable Category II materials are cement products such as Transite shingles, corrugated Transite panels, and other products made with a mixture of Portland cement and asbestos and asbestos containing mastics used or applied to flooring or roofing. It is important to note that many Non-friable Category II materials can be made friable through the forces expected to act upon them during demolition of a structure. Almost all Category II non-friable materials except mastics must be removed from a structure prior to demolition.

Intact as defined by OSHA means “the ACM has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix.”

Sampling Methodology

OSHA adopted the USEPA’s sampling guidelines as outlined in the Asbestos Hazard Emergency Response Act of 1986.

According to AHERA protocol friable materials are divided into two categories:

1. Surfacing Materials: fireproofing, acoustical plaster, etc.
2. Thermal System Insulation: pipe insulation, pipe wrap, block insulation, batt insulation and mudded fittings.

Non-friable materials are included under:

Miscellaneous Materials: these include non-friable and friable materials that are not Surfacing Materials or Thermal System Insulation, such as: ceiling tile, drywall-joint compound systems, floor tile and mastic, roofing materials and Transite (cement products).

Under these rules, sampling areas are divided into homogeneous areas. Homogeneous areas or materials are defined as building materials that are uniform in color and texture.

When sampling surfacing materials the following protocol applies: the regulations require a specific number of samples be obtained per homogeneous area. For example, when sampling fireproofing or asbestos in hard plaster (sprayed-on or troweled-on Surfacing Materials) samples are to be taken based on the following increments:

- *0 to 1000 square feet of material, 3 samples are necessary;*
- *From 1001 to 5000 square feet, 5 samples are necessary;*
- *Over 5000 square feet, 7 samples are required.*

If during analysis any samples are found to contain asbestos, the entire homogeneous area is delineated as asbestos-containing material.

When sampling Thermal System Insulation the following protocol applies: At least three (3) random samples shall be collected. As with all things there are exceptions to these rules. These include:

- Exception 1: Patch less than six square or linear feet - 1 sample is appropriate.
- Exception 2: Mudded fittings - the number of samples collected is determined by the inspector (the industry standard is three samples).
- Exception 3: Fiberglass, foam glass, rubber (*Armaflex*), *Styrofoam*, and other non-suspect materials can be determined by visual identification and touch; sampling is not required.

When sampling for Miscellaneous Materials-the AHERA regulations state that the samples shall be collected in a manner sufficient to determine the composition of the materials. The 3, 5, 7, sampling scheme used for surfacing materials usually applies and for factory made materials two (2) samples are sufficient.

Sampling

The samples taken from this building were either collected with a coring tool designed for asbestos sampling or placed into a plastic bag for laboratory analysis. The samples were analyzed via PLM with dispersion staining, using the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" found in Appendix A to Subpart F in 40 CFR Part 763. Any samples with asbestos detected up to 10% were verified by Point Count Analysis (denoted with an asterisk - *).

The samples were analyzed by HazCorp Environmental Services, Inc. (HazCorp) located at 805 Capital Commons Drive, Toledo, Ohio 43615. HazCorp participates in the American Industrial Hygiene Association (AIHA) Bulk Asbestos Proficiency Analytical Testing (BAPAT) Program. Through this program HazCorp has shown proficiency to analyze bulk asbestos samples.

The results of the sampling can be found on the next page:

Sample #	Sample Description	Layer	% Asbestos
735-1	Building 1, Outside Men's Restroom/DW-JC	White Joint Compound	no asbestos detected
735-1	Building 1, Outside Men's Restroom/DW-JC	Brown Paper Layer	no asbestos detected
735-1	Building 1, Outside Men's Restroom/DW-JC	White Drywall	no asbestos detected
735-2	Building 1, Outside Men's Restroom/DW-JC	White Joint Compound	no asbestos detected
735-2	Building 1, Outside Men's Restroom/DW-JC	Brown Paper Layer	no asbestos detected
735-2	Building 1, Outside Men's Restroom/DW-JC	White Drywall	no asbestos detected
735-3	Building 1, Men's Restroom/Linoleum – Gray	Beige Fibrous Backed Linoleum	30% Chrysotile
735-4	Building 1, Men's Restroom/Linoleum – Gray	Beige Fibrous Backed Linoleum	30% Chrysotile
735-5	Building 1, South West Large Office/Linoleum – Brown	Beige Fibrous Backed Linoleum	30% Chrysotile
735-6	Building 1, South West Large Office/Linoleum – Brown	Beige Fibrous Backed Linoleum	30% Chrysotile
735-7	Building 1, West Large Office/12" Floor Tile – Blue on Tan Flooring	Blue Tile	no asbestos detected
735-7	Building 1, West Large Office/12" Floor Tile – Blue on Tan Flooring	Yellow Mastic	no asbestos detected
735-7	Building 1, West Large Office/12" Floor Tile – Blue on Tan Flooring	Tan Fibrous Tile	10% Chrysotile
735-7	Building 1, West Large Office/12" Floor Tile – Blue on Tan Flooring	Black Mastic	no asbestos detected
735-8	Building 1, West Large Office/12" Floor Tile – Blue on Tan Flooring	Blue Tile	no asbestos detected
735-8	Building 1, West Large Office/12" Floor Tile – Blue on Tan Flooring	Yellow Mastic	no asbestos detected
735-8	Building 1, West Large Office/12" Floor Tile – Blue on Tan Flooring	Tan Fibrous Tile	10% Chrysotile
735-8	Building 1, West Large Office/12" Floor Tile – Blue on Tan Flooring	Black Mastic	no asbestos detected
735-9	Building 1, North Small Office/12" Floor Tile – Brown	Thin Brown Tile	no asbestos detected
735-9	Building 1, North Small Office/12" Floor Tile – Brown	Black Mastic	no asbestos detected
735-10	Building 1, North Small Office/12" Floor Tile – Brown	Thin Brown Tile	no asbestos detected
735-10	Building 1, North Small Office/12" Floor Tile – Brown	Black Mastic	no asbestos detected
735-11	Building 1, South West Side/Window Glaze	Gray Brittle	no asbestos detected
735-12	Building 1, South West Side/Window Glaze	Gray Brittle	no asbestos detected
735-13	Building 1, South East Side/Window Glaze	Gray Brittle	no asbestos detected
735-14	Building 1, South East Side/Window Glaze	Gray Brittle	no asbestos detected
735-15	Building 1, Pit Room/Beige Rubber Belt	Beige Rubber	no asbestos detected
735-16	Building 1, Pit Room/Beige Rubber Belt	Beige Rubber	no asbestos detected
735-17	Building 1, West Large Office/Blue Cove Molding	Blue Rubber	no asbestos detected
735-17	Building 1, West Large Office/Blue Cove Molding	White Mastic	no asbestos detected
735-17	Building 1, West Large Office/Blue Cove Molding	Brown Mastic	no asbestos detected
735-18	Building 1, West Large Office/Blue Cove Molding	Blue Rubber	no asbestos detected

Sample #	Sample Description	Layer	% Asbestos
735-18	Building 1, West Large Office/Blue Cove Molding	White Mastic	no asbestos detected
735-18	Building 1, West Large Office/Blue Cove Molding	Brown Mastic	no asbestos detected
735-19	Building 1, West Large Office/Brown Cove Molding	Brown/Tan Rubber	no asbestos detected
735-19	Building 1, West Large Office/Brown Cove Molding	White Mastic	no asbestos detected
735-19	Building 1, West Large Office/Brown Cove Molding	Brown Mastic	no asbestos detected
735-20	Building 1, West Large Office/Brown Cove Molding	Brown/Tan Rubber	no asbestos detected
735-20	Building 1, West Large Office/Brown Cove Molding	White Mastic	no asbestos detected
735-20	Building 1, West Large Office/Brown Cove Molding	Brown Mastic	no asbestos detected
735-21	Building 1, North Small Office/12" Ceiling Tile	Brown Fibrous	no asbestos detected
735-22	Building 1, North Small Office/12" Ceiling Tile	Brown Fibrous	no asbestos detected
735-23	Building 1, Women's Restroom/2'x4' Ceiling Panel – Dots	Beige Fibrous	no asbestos detected
735-24	Building 1, Women's Restroom/2'x4' Ceiling Panel – Dots	Beige Fibrous	no asbestos detected
735-25	Building 1, Men's Restroom/2'x4' CP – Worm Track	Beige Fibrous	no asbestos detected
735-26	Building 1, Men's Restroom/2'x4' CP – Worm Track	Beige Fibrous	no asbestos detected
735-27	Building 1, Flammable Closet/2'x4' CP	Beige Fibrous	no asbestos detected
735-28	Building 1, Flammable Closet/2'x4' CP	Beige Fibrous	no asbestos detected
735-29	Building 1/Flammable Closet Interior Roofing	Black Fibrous Tar	no asbestos detected
735-30	Building 1/Flammable Closet Interior Roofing	Black Fibrous Tar	no asbestos detected
735-31	Building 1/Roofing	Yellow Foam Layer	no asbestos detected
735-31	Building 1/Roofing	Yellow Foam Layer	no asbestos detected
735-31	Building 1/Roofing	Wood Layer	no asbestos detected
735-31	Building 1/Roofing	Yellow Foam Layer	no asbestos detected
735-32	Building 1/Roofing	Yellow Foam Layer	no asbestos detected
735-32	Building 1/Roofing	Yellow Foam Layer	no asbestos detected
735-32	Building 1/Roofing	Wood Layer	no asbestos detected
735-32	Building 1/Roofing	Yellow Foam Layer	no asbestos detected
735-33	Building 2, East Side, Ceiling/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-34	Building 2, East Side, Ceiling/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-35	Building 2, East Side, East Wall/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-36	Building 2, East Side, West Wall/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-37	Building 2, East Side, Ceiling/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-38	Building 2, East Side, North Wall/Sprayed-On Insulation	Brown Fibrous	no asbestos detected

Sample #	Sample Description	Layer	% Asbestos
735-39	Building 2, East Side, South Wall/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-40	Building 2, East Side, South Wall/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-41	Building 2, East Side/Window Glaze	Brittle Yellow	no asbestos detected
735-42	Building 2, East Side/Window Glaze	Brittle Yellow	no asbestos detected
735-43	Sample Not Analyzed		
735-44	Sample Not Analyzed		
735-45	Building 3, 2 nd Floor, Storage Room/DW-JC	White Joint Compound	no asbestos detected
735-45	Building 3, 2 nd Floor, Storage Room/DW-JC	Brown Paper Layer	no asbestos detected
735-45	Building 3, 2 nd Floor, Storage Room/DW-JC	White Drywall	no asbestos detected
735-46	Building 3, 2 nd Floor, Storage Room/DW-JC	White Joint Compound	no asbestos detected
735-46	Building 3, 2 nd Floor, Storage Room/DW-JC	Brown Paper Layer	no asbestos detected
735-46	Building 3, 2 nd Floor, Storage Room/DW-JC	White Drywall	no asbestos detected
735-47	Building 3, 2 nd Floor, Conference Room, North Wall/Texture	White Texture	no asbestos detected
735-48	Building 3, 2 nd Floor, Conference Room, West Wall/Texture	White Texture	no asbestos detected
735-49	Building 3, 2 nd Floor, Conference Room, East Wall/Texture	White Texture	no asbestos detected
735-50	Building 3, 2 nd Floor, Conference Room, Under Carpet/Linoleum	Beige Fibrous Backed Linoleum	30% Chrysotile
735-51	Building 3, 2 nd Floor, Conference Room, Under Carpet/Linoleum	Beige Fibrous Backed Linoleum	30% Chrysotile
735-52	Building 3, 2 nd Floor, Office, Under Carpet/Linoleum	Beige Fibrous Backed Linoleum	30% Chrysotile
735-53	Building 3, 2 nd Floor, Office, Under Carpet/Linoleum	Beige Fibrous Backed Linoleum	30% Chrysotile
735-54	Building 3, 2 nd Floor, Conference Room/Brown Cove Molding	Dark Brown Rubber	no asbestos detected
735-54	Building 3, 2 nd Floor, Conference Room/Brown Cove Molding	Brown Mastic	no asbestos detected
735-55	Building 3, 2 nd Floor, Conference Room/Brown Cove Molding	Dark Brown Rubber	no asbestos detected
735-55	Building 3, 2 nd Floor, Conference Room/Brown Cove Molding	Brown Mastic	no asbestos detected
735-56	Building 3, 2 nd Floor, Office, East Wall/Wall Panel Mastic	Tan Mastic	no asbestos detected
735-57	Building 3, 2 nd Floor, Office, East Wall/Wall Panel Mastic	Tan Mastic	no asbestos detected
735-58	Building 3, 2 nd Floor, Conference Room/Window Glaze	Brittle White	0.5% Chrysotile*
735-59	Building 3, 2 nd Floor, Conference Room/Window Glaze	Brittle White	0.75% Chrysotile*
735-60	Building 3, 2 nd Floor, Conference Room/2'x4' CP – Texture	Beige Fibrous	no asbestos detected
735-61	Building 3, 2 nd Floor, Conference Room/2'x4' CP – Texture	Beige Fibrous	no asbestos detected
735-62	Building 3, Women's Restroom/Linoleum	Beige Fibrous Backed Linoleum	30% Chrysotile
735-63	Building 3, Women's Restroom/Linoleum	Beige Fibrous Backed Linoleum	30% Chrysotile
735-64	Building 3, Lab/12" Floor Tile – Beige on Linoleum	Beige Tile	no asbestos detected

HazCorp Environmental Services, Inc.

805 Capital Commons Drive
Toledo, Ohio 43615
Telephone (419) 537-6000

Sample #	Sample Description	Layer	% Asbestos
735-64	Building 3, Lab/12" Floor Tile – Beige on Linoleum	Yellow Mastic	no asbestos detected
735-64	Building 3, Lab/12" Floor Tile – Beige on Linoleum	Beige Fibrous Backed Linoleum	30% Chrysotile
735-65	Building 3, Lab/12" Floor Tile – Beige on Linoleum	Beige Tile	no asbestos detected
735-65	Building 3, Lab/12" Floor Tile – Beige on Linoleum	Yellow Mastic	no asbestos detected
735-65	Building 3, Lab/12" Floor Tile – Beige on Linoleum	Beige Fibrous Backed Linoleum	30% Chrysotile
735-66	Building 3, Men's Restroom/Linoleum - Multiple Layers	Beige Fibrous Backed Linoleum	30% Chrysotile
735-66	Building 3, Men's Restroom/Linoleum - Multiple Layers	Beige Fibrous Backed Linoleum	30% Chrysotile
735-66	Building 3, Men's Restroom/Linoleum - Multiple Layers	Beige Fibrous Backed Linoleum	30% Chrysotile
735-67	Building 3, Men's Restroom/Linoleum - Multiple Layers	Beige Fibrous Backed Linoleum	30% Chrysotile
735-67	Building 3, Men's Restroom/Linoleum - Multiple Layers	Beige Fibrous Backed Linoleum	30% Chrysotile
735-67	Building 3, Men's Restroom/Linoleum - Multiple Layers	Beige Fibrous Backed Linoleum	30% Chrysotile
735-68	Building 3, Lab/2'x4' Ceiling Panel – Dots	Beige Fibrous	no asbestos detected
735-69	Building 3, Lab/2'x4' Ceiling Panel – Dots	Beige Fibrous	no asbestos detected
735-70	Building 3, Men's Restroom/2'x4' CP – Worm Track	Beige Fibrous	no asbestos detected
735-71	Building 3, Men's Restroom/2'x4' CP – Worm Track	Beige Fibrous	no asbestos detected
735-72	Building 3, 2 nd Fl. Conf. Rm. above Drop Ceiling/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-73	Building 3, 2 nd Fl. Conf. Rm. above Drop Ceiling/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-74	Building 3, 2 nd Floor, Office above Drop Ceiling/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-75	Building 3, 2 nd Floor, Office above Drop Ceiling/Sprayed-On Insulation	Brown Fibrous	no asbestos detected
735-76	Building 3, 2 nd Fl., Storage Rm. above Drop Ceiling/Sprayed-On Ins.	Brown Fibrous	no asbestos detected
735-77	Building 3, 2 nd Fl., Storage Rm. above Drop Ceiling/Sprayed-On Ins.	Brown Fibrous	no asbestos detected
735-78	Building 3, 2 nd Fl., Storage Rm. above Drop Ceiling/Sprayed-On Ins.	Brown Fibrous	no asbestos detected
735-79	Building 3, North Bay, North Wall/TSI Fitting	Beige Fibrous	2.5% Chrysotile*
735-80	Building 3, North Bay, North Wall/TSI Fitting	Beige Fibrous	2.25% Chrysotile*
735-81	Building 3, North Bay, North Wall/TSI Fitting	Beige Fibrous	3% Chrysotile*

Key: DW-JC = Drywall-Joint Compound; CP = Ceiling Panels; Conf. Rm. = Conference Room; Ins = Insulation

Conclusions

Based on the inspection and the laboratory analysis the following materials contain asbestos or are presumed to contain asbestos:

Material	Quantity	RACM (Friable)	Category I Non-Friable	Category II Non-Friable	Removal Required Prior to Renovation or Demolition?
Floor Tile	400 square feet in Building 1		X		The floor tile may remain during demolition of the building as it is not expected to become friable during the demolition process. If the concrete in these building is to be ground up and used as fill this material must be removed prior to demolition.
Linoleum	100 square feet in Building 1; 2,800 square feet in Building 3		X		The linoleum may remain during demolition of the building as it is not expected to become friable during the demolition process. If the concrete in these building is to be ground up and used as fill this material must be removed prior to demolition.
Asbestos Paper	6 square feet in Building 1	X			The asbestos paper must be removed prior to demolition, removal is Class I Asbestos Abatement Work under OSHA; licensed workers, proper PPE, work zone, and engineering controls are required.
Transite Materials (Pipe & Countertops)	10 lineal feet of Transite pipe in Building 1; ~120 square feet in Building 3			X	If they are not removed Transite materials will become friable during the demolition. They must be removed prior to demolition of the structures. Removal is considered Class II asbestos abatement under OSHA.

Material	Quantity	RACM (Friable)	Category I Non-Friable	Category II Non-Friable	Removal Required Prior to Renovation or Demolition?
Thermal System Insulation	150 lineal feet; 12 fittings	X			Thermal System Insulation must be removed prior to demolition and is considered Regulated Asbestos Containing Material. The work is Class I asbestos abatement under OSHA.

Notification

Submitting the Ohio EPA notification of demolition and renovation form is required for every demolition of a facility, regardless of whether asbestos is discovered. Even if no asbestos is found during the survey or if no asbestos containing materials are required to be removed prior to demolition (where load bearing walls are to be altered), notification to the appropriate office of the EPA is required ten working days prior to the start of work.

During demolition or renovation removal of regulated materials requires notification to the Ohio Environmental Protection Agency when quantities of regulated asbestos containing materials meet or exceed 50 square or linear feet. Once the formal notification of asbestos abatement activity is submitted to the Ohio EPA there is a ten (working) day waiting period before work can begin.

Safety Statement

Any activities that change or remove the asbestos containing materials identified in this report (if applicable) should be done only by those trained in the provisions of asbestos abatement following state and federal laws. In addition, anyone working around this material should also have at the bare minimum asbestos awareness training.

Attachments

Please find attached the asbestos locations maps, the laboratory analysis, and the completed chain of custody form.

Limits of this Report

It should be noted that on-site conditions and/or regulatory statutes, rules, and regulations are not static and should not be expected to remain constant in the future. Asbestos may be hidden in inaccessible areas, covered by other building materials, or otherwise be located in unpredictable site-specific locations; however, a thorough attempt was made to delineate which building materials actually contain asbestos. If suspect materials are encountered during renovation or demolition the work should be halted and the material in question analyzed.

If you have any questions please do not hesitate to contact me at 419-537-6000 or john-hazcorp@sbcglobal.net.

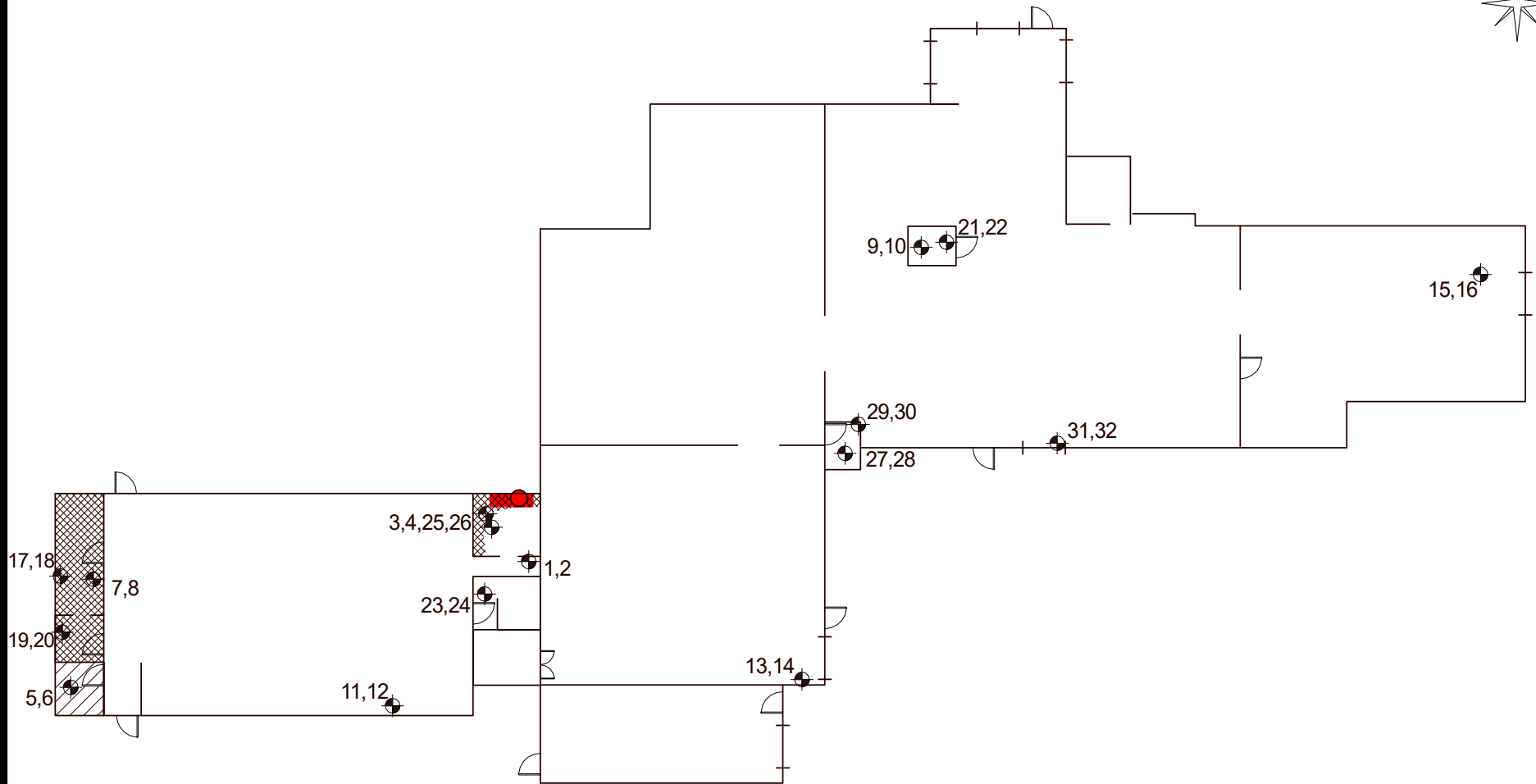
Sincerely,



John Campbell
HazCorp Environmental Services, Inc.
Ohio Environmental Protection Agency
Certified Asbestos Hazard Evaluation Specialist
Certification No. ES32329 • Certification Expires: 03/23/25



Charles Long
HazCorp Environmental Services, Inc.
Ohio Environmental Protection Agency
Certified Asbestos Hazard Evaluation Specialist
Certification No. ES35315 • Certification Expires 04/27/25



ACM Floor Tile (~400 sf)



ACM Linoleum (~100 sf)



Sample Locations



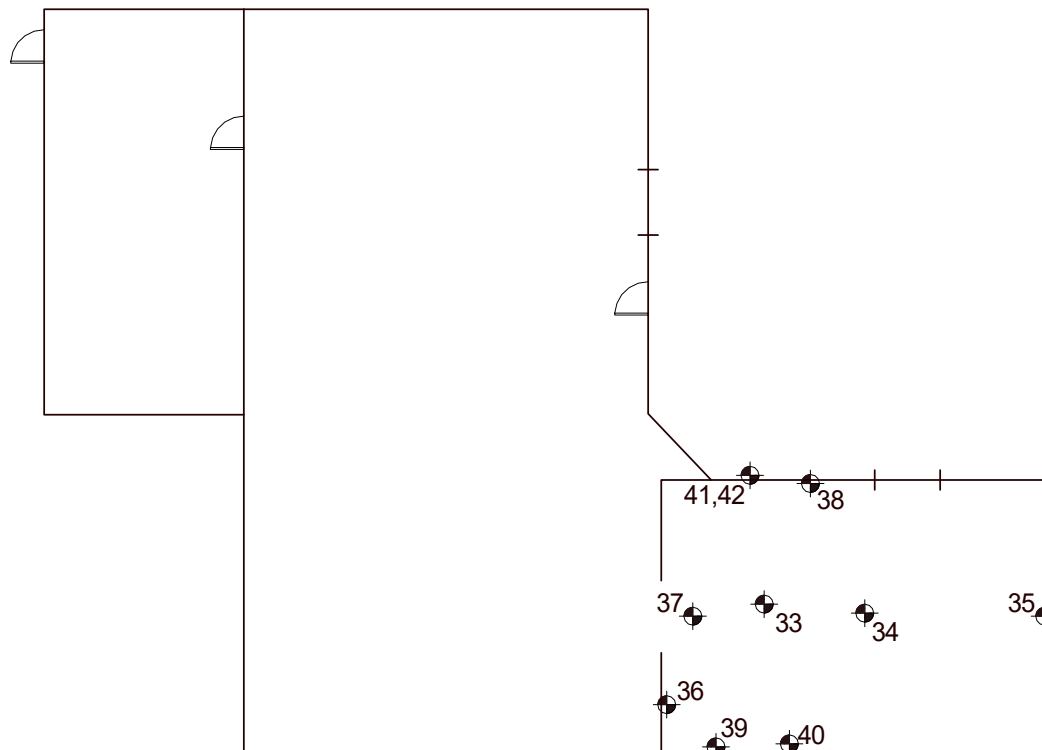
PACM Asbestos Paper (~6 sf)
PACM Transite Pipe (~10 lf)

Figure 1

HazCorp Environmental Services, Inc.

Drawn By: CDL

Site Map - Building 1
Bunting Bearings LLC
200 Van Buren St,
Delta, OH 43515



Sample Locations

Figure 2

HazCorp Environmental Services, Inc.

Drawn By: CDL

Site Map - Building 2
Bunting Bearings LLC
200 Van Buren St,
Delta, OH 43515

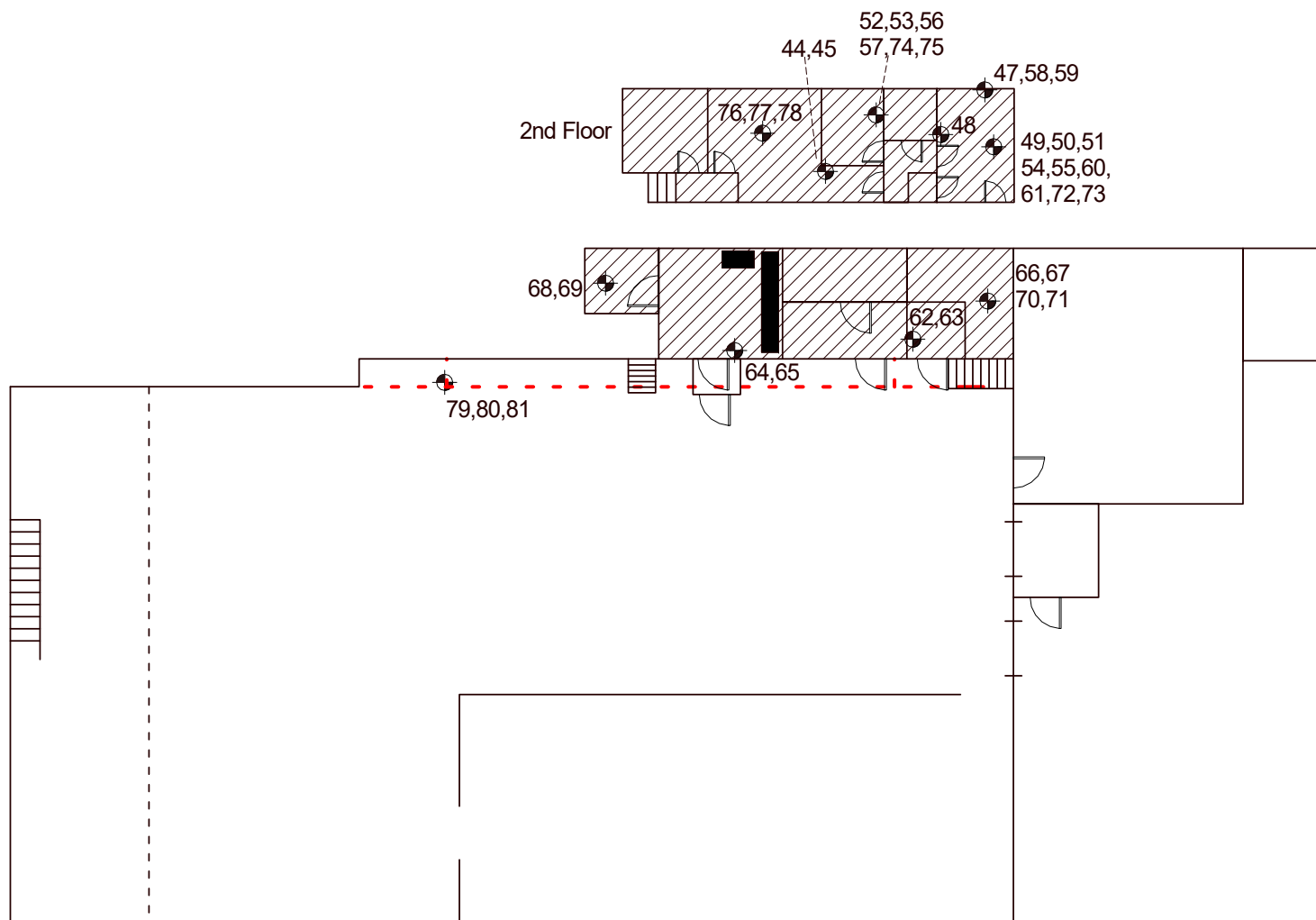


Figure 3

HazCorp Environmental Services, Inc.

Drawn By: CDL

Site Map - Building 3
Bunting Bearings LLC
200 Van Buren St,
Delta, OH 43515

-  ACM Linoleum (~2,800 sf)
-  PACM Transite Countertops (~120 sf)
-  Sample Locations
-  ACM TSI (150 lf, 12 Fittings)



HazCorp

Phone: 419.537.6000

Email: hazcorp@sbcglobal.net

Address: 805 Capital Commons Drive,
Toledo Ohio 43615

Bulk Sample Report

Project Name:

Bunting Bearings LLC Buildings 1,2,3

Project Address:

200 Van Buren St, Delta, OH 43515

Project Number:

2024-735

Report Date:

8/22/2024

HazCorp Environmental Services, Inc.



Phone: 419.537.6000

Email: hazcorp@sbcglobal.net

Address: 805 Capital Commons Drive,
Toledo Ohio 43615

Project address:
200 Van Buren St, Delta, OH 43515

Project:
2024-735

Analyst:
Joshuah Fry
Method:
PLM

Date Collected: 8/20/2024
Date Received: 8/22/2024
Date Analyzed: 8/22/2024

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-1	Building 1, Outside Men's Restroom / Drywall-Joint Compound	PLM	White Joint Compound	None Detected	Other 100%	N.A.D
735-1	Building 1, Outside Men's Restroom / Drywall-Joint Compound	PLM	Brown Paper Layer	Cellulose 90%	Other 10%	N.A.D
735-1	Building 1, Outside Men's Restroom / Drywall-Joint Compound	PLM	White Drywall	Cellulose 3%	Other 97%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-2	Building 1, Outside Men's Restroom / Drywall-Joint Compound	PLM	White Joint Compound	None Detected	Other 100%	N.A.D
735-2	Building 1, Outside Men's Restroom / Drywall-Joint Compound	PLM	Brown Paper Layer	Cellulose 90%	Other 10%	N.A.D
735-2	Building 1, Outside Men's Restroom / Drywall-Joint Compound	PLM	White Drywall	Cellulose 3%	Other 97%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-3	Building 1, Men's Restroom / Linoleum – Gray	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-4	Building 1, Men's Restroom / Linoleum – Gray	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-5	Building 1, South West Large Office / Linoleum – Brown	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-6	Building 1, South West Large Office / Linoleum – Brown	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Signature



Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-7	Building 1, West Large Office / 12" Floor Tile – Blue on Tan Flooring	PLM	Blue Tile	None Detected	Other 100%	N.A.D
735-7	Building 1, West Large Office / 12" Floor Tile – Blue on Tan Flooring	PLM	Yellow Mastic	None Detected	Other 100%	N.A.D
735-7	Building 1, West Large Office / 12" Floor Tile – Blue on Tan Flooring	PLM	Tan Fibrous Tile	Chrysotile 10%	Other 90%	Chrysotile 10%
735-7	Building 1, West Large Office / 12" Floor Tile – Blue on Tan Flooring	PLM	Black Mastic	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-8	Building 1, West Large Office / 12" Floor Tile – Blue on Tan Flooring	PLM	Blue Tile	None Detected	Other 100%	N.A.D
735-8	Building 1, West Large Office / 12" Floor Tile – Blue on Tan Flooring	PLM	Yellow Mastic	None Detected	Other 100%	N.A.D
735-8	Building 1, West Large Office / 12" Floor Tile – Blue on Tan Flooring	PLM	Tan Fibrous Tile	Chrysotile 10%	Other 90%	Chrysotile 10%
735-8	Building 1, West Large Office / 12" Floor Tile – Blue on Tan Flooring	PLM	Black Mastic	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-9	Building 1, North Small Office / 12" Floor Tile – Brown	PLM	Thin Brown Tile	None Detected	Other 100%	N.A.D
735-9	Building 1, North Small Office / 12" Floor Tile – Brown	PLM	Black Mastic	Cellulose 3%	Other 97%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-10	Building 1, North Small Office / 12" Floor Tile – Brown	PLM	Thin Brown Tile	None Detected	Other 100%	N.A.D
735-10	Building 1, North Small Office / 12" Floor Tile – Brown	PLM	Black Mastic	Cellulose 3%	Other 97%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-11	Building 1, South West Side / Window Glaze	PLM	Gray Brittle	None Detected	Other 100%	N.A.D

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Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-12	Building 1, South West Side / Window Glaze	PLM	Gray Brittle	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-13	Building 1, South East Side / Window Glaze	PLM	Gray Brittle	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-14	Building 1, South East Side / Window Glaze	PLM	Gray Brittle	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-15	Building 1, Pit Room / Beige Rubber Belt	PLM	Beige Rubber	Rayon 35%	Other 65%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-16	Building 1, Pit Room / Beige Rubber Belt	PLM	Beige Rubber	Rayon 35%	Other 65%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-17	Building 1, West Large Office / Blue Cove Molding	PLM	Blue Rubber	None Detected	Other 100%	N.A.D
735-17	Building 1, West Large Office / Blue Cove Molding	PLM	White Mastic	None Detected	Other 100%	N.A.D
735-17	Building 1, West Large Office / Blue Cove Molding	PLM	Brown Mastic	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-18	Building 1, West Large Office / Blue Cove Molding	PLM	Blue Rubber	None Detected	Other 100%	N.A.D
735-18	Building 1, West Large Office / Blue Cove Molding	PLM	White Mastic	None Detected	Other 100%	N.A.D
735-18	Building 1, West Large Office / Blue Cove Molding	PLM	Brown Mastic	None Detected	Other 100%	N.A.D

Signature 



Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-19	Building 1, West Large Office / Brown Cove Molding	PLM	Brown/Tan Rubber	None Detected	Other 100%	N.A.D
735-19	Building 1, West Large Office / Brown Cove Molding	PLM	White Mastic	None Detected	Other 100%	N.A.D
735-19	Building 1, West Large Office / Brown Cove Molding	PLM	Brown Mastic	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-20	Building 1, West Large Office / Brown Cove Molding	PLM	Brown/Tan Rubber	None Detected	Other 100%	N.A.D
735-20	Building 1, West Large Office / Brown Cove Molding	PLM	White Mastic	None Detected	Other 100%	N.A.D
735-20	Building 1, West Large Office / Brown Cove Molding	PLM	Brown Mastic	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-21	Building 1, North Small Office / 12" Ceiling Tile	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-22	Building 1, North Small Office / 12" Ceiling Tile	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-23	Building 1, Women's Restroom / 2'x4' Ceiling Panel – Dots	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-24	Building 1, Women's Restroom / 2'x4' Ceiling Panel – Dots	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-25	Building 1, Men's Restroom / 2'x4' Ceiling Panel – Worm Track	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Signature 



Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-26	Building 1, Men's Restroom / 2'x4' Ceiling Panel – Worm Track	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-27	Building 1, Flammable Closet / 2'x4' Ceiling Panel	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-28	Building 1, Flammable Closet / 2'x4' Ceiling Panel	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-29	Building 1 / Flammable Closet Interior Roofing	PLM	Black Fibrous Tar	Cellulose 30%	Other 70%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-30	Building 1 / Flammable Closet Interior Roofing	PLM	Black Fibrous Tar	Cellulose 30%	Other 70%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-31	Building 1 / Roofing	PLM	Yellow Foam Layer	None Detected	Other 100%	N.A.D
735-31	Building 1 / Roofing	PLM	Yellow Foam Layer	None Detected	Other 100%	N.A.D
735-31	Building 1 / Roofing	PLM	Wood Layer	Cellulose 90%	Other 10%	N.A.D
735-31	Building 1 / Roofing	PLM	Yellow Foam Layer	None Detected	Other 100%	N.A.D

Signature 



Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-32 Building 1 / Roofing	PLM	Yellow Foam Layer	None Detected	Other 100%	N.A.D
735-32 Building 1 / Roofing	PLM	Yellow Foam Layer	None Detected	Other 100%	N.A.D
735-32 Building 1 / Roofing	PLM	Wood Layer	Cellulose 90%	Other 10%	N.A.D
735-32 Building 1 / Roofing	PLM	Yellow Foam Layer	None Detected	Other 100%	N.A.D

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-33 Building 2, East Side, Ceiling / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-34 Building 2, East Side, Ceiling / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-35 Building 2, East Side, East Wall / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-36 Building 2, East Side, West Wall / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-37 Building 2, East Side, Ceiling / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-38 Building 2, East Side, North Wall / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Signature 



Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-39	Building 2, East Side, South Wall / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-40	Building 2, East Side, South Wall / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-41	Building 2, East Side / Window Glaze	PLM	Brittle Yellow	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-42	Building 2, East Side / Window Glaze	PLM	Brittle Yellow	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-45	Building 3, 2nd Floor, Storage Room / Drywall-Joint Compound	PLM	White Joint Compound	None Detected	Other 100%	N.A.D
735-45	Building 3, 2nd Floor, Storage Room / Drywall-Joint Compound	PLM	Brown Paper Layer	Cellulose 90%	Other 10%	N.A.D
735-45	Building 3, 2nd Floor, Storage Room / Drywall-Joint Compound	PLM	White Drywall	Cellulose 3%	Other 97%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-46	Building 3, 2nd Floor, Storage Room / Drywall-Joint Compound	PLM	White Joint Compound	None Detected	Other 100%	N.A.D
735-46	Building 3, 2nd Floor, Storage Room / Drywall-Joint Compound	PLM	Brown Paper Layer	Cellulose 90%	Other 10%	N.A.D
735-46	Building 3, 2nd Floor, Storage Room / Drywall-Joint Compound	PLM	White Drywall	Cellulose 3%	Other 97%	N.A.D

Signature 



Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-47	Building 3, 2nd Floor, Conference Room, North Wall / Texture	PLM	White Texture	Nylon 5%	Quartz 5% Other 90%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-48	Building 3, 2nd Floor, Conference Room, West Wall / Texture	PLM	White Texture	Nylon 5%	Quartz 5% Other 90%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-49	Building 3, 2nd Floor, Conference Room, East Wall / Texture	PLM	White Texture	Nylon 5%	Quartz 5% Other 90%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-50	Building 3, 2nd Floor, Conference Room, Under Carpet / Linoleum	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-51	Building 3, 2nd Floor, Conference Room, Under Carpet / Linoleum	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-52	Building 3, 2nd Floor, Office, Under Carpet / Linoleum	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-53	Building 3, 2nd Floor, Office, Under Carpet / Linoleum	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-54	Building 3, 2nd Floor, Conference Room / Brown Cove Molding	PLM	Dark Brown Rubber	None Detected	Other 100%	N.A.D
735-54	Building 3, 2nd Floor, Conference Room / Brown Cove Molding	PLM	Brown Mastic	None Detected	Other 100%	N.A.D

Joshua Fry



Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-55	Building 3, 2nd Floor, Conference Room / Brown Cove Molding	PLM	Dark Brown Rubber	None Detected	Other 100%	N.A.D
735-55	Building 3, 2nd Floor, Conference Room / Brown Cove Molding	PLM	Brown Mastic	None Detected	Other 100%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-56	Building 3, 2nd Floor, Office, East Wall / Wall Panel Mastic	PLM	Tan Mastic	Cellulose 3%	Other 97%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-57	Building 3, 2nd Floor, Office, East Wall / Wall Panel Mastic	PLM	Tan Mastic	Cellulose 3%	Other 97%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-58	Building 3, 2nd Floor, Conference Room / Window Glaze	PLM	Brittle White	Trace Chrysotile	Other 100%	Trace Chrysotile
735-58	Building 3, 2nd Floor, Conference Room / Window Glaze	PC	Brittle White			Chrysotile 0.5%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-59	Building 3, 2nd Floor, Conference Room / Window Glaze	PLM	Brittle White	Trace Chrysotile	Other 100%	Trace Chrysotile
735-59	Building 3, 2nd Floor, Conference Room / Window Glaze	PC	Brittle White			Chrysotile 0.75%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-60	Building 3, 2nd Floor, Conference Room / 2'x4' Ceiling Panel – Texture	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-61	Building 3, 2nd Floor, Conference Room / 2'x4' Ceiling Panel – Texture	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Joshua D. Fry



Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-62	Building 3, Women's Restroom / Linoleum	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-63	Building 3, Women's Restroom / Linoleum	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-64	Building 3, Lab / 12" Floor Tile – Beige on Linoleum	PLM	Beige Tile	None Detected	Other 100%	N.A.D
735-64	Building 3, Lab / 12" Floor Tile – Beige on Linoleum	PLM	Yellow Mastic	None Detected	Other 100%	N.A.D
735-64	Building 3, Lab / 12" Floor Tile – Beige on Linoleum	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-65	Building 3, Lab / 12" Floor Tile – Beige on Linoleum	PLM	Beige Tile	None Detected	Other 100%	N.A.D
735-65	Building 3, Lab / 12" Floor Tile – Beige on Linoleum	PLM	Yellow Mastic	None Detected	Other 100%	N.A.D
735-65	Building 3, Lab / 12" Floor Tile – Beige on Linoleum	PLM	Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-66	Building 3, Men's Restroom / Linoleum - Multiple Layers	PLM	Layer 1, Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%
735-66	Building 3, Men's Restroom / Linoleum - Multiple Layers	PLM	Layer 2, Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%
735-66	Building 3, Men's Restroom / Linoleum - Multiple Layers	PLM	Layer 3, Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Joshua Fry



Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-67	Building 3, Men's Restroom / Linoleum - Multiple Layers	PLM	Layer 1, Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%
735-67	Building 3, Men's Restroom / Linoleum - Multiple Layers	PLM	Layer 2, Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%
735-67	Building 3, Men's Restroom / Linoleum - Multiple Layers	PLM	Layer 3, Beige Fibrous Backed Linoleum	Chrysotile 30%	Other 70%	Chrysotile 30%

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-68	Building 3, Lab / 2'x4' Ceiling Panel – Dots	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-69	Building 3, Lab / 2'x4' Ceiling Panel – Dots	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-70	Building 3, Men's Restroom / 2'x4' Ceiling Panel – Worm Track	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-71	Building 3, Men's Restroom / 2'x4' Ceiling Panel – Worm Track	PLM	Beige Fibrous	Mineral Wool 5% Cellulose 35%	Perlite 40% Other 20%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-72	Building 3, 2nd Floor, Conference Room above Drop Ceiling / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-73	Building 3, 2nd Floor, Conference Room above Drop Ceiling / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID#	Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-74	Building 3, 2nd Floor, Office above Drop Ceiling / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Signature



Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-75 Building 3, 2nd Floor, Office above Drop Ceiling / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-76 Building 3, 2nd Floor, Storage Room above Drop Ceiling / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-77 Building 3, 2nd Floor, Storage Room above Drop Ceiling / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-78 Building 3, 2nd Floor, Storage Room above Drop Ceiling / Sprayed-On Insulation	PLM	Brown Fibrous	Cellulose 90%	Other 10%	N.A.D

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-79 Building 3, North Bay, North Wall / TSI Fitting	PLM	Beige Fibrous	Chrysotile 3% Cellulose 5% Mineral Wool 20%	Other 72%	Chrysotile 3%
735-79 Building 3, North Bay, North Wall / TSI Fitting	PC	Beige Fibrous			Chrysotile 2.5%

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-80 Building 3, North Bay, North Wall / TSI Fitting	PLM	Beige Fibrous	Chrysotile 3% Cellulose 5% Mineral Wool 20%	Other 72%	Chrysotile 3%
735-80 Building 3, North Bay, North Wall / TSI Fitting	PC	Beige Fibrous			Chrysotile 2.25%

Sample ID# Description	Method	Material Description	Fibrous Components	Non-Fibrous	Asbestos Fibers
735-81 Building 3, North Bay, North Wall / TSI Fitting	PLM	Beige Fibrous	Chrysotile 3% Cellulose 5% Mineral Wool 20%	Other 72%	Chrysotile 3%
735-81 Building 3, North Bay, North Wall / TSI Fitting	PC	Beige Fibrous			Chrysotile 3%

Signature 



Analytical Method:

Analytical procedures were performed in accordance with the U. S. Environmental Protection Agency (EPA) Recommended Method for the Determination of Asbestos in Bulk Samples by Polarized Light Microscopy and Dispersion Staining (PLM/DS) (EPA-600/M4-82-020, EPA-600/R-93-116).

Quantification of asbestos content was determined by Calibrated Visual Estimation

The EPA requires that friable samples with analytical results of 10% or less asbestos be treated as asbestos-containing material unless these quantities are verified using the point counting method (appendix E, subpart I, 40 CFR part 763, section 1). The point counting method is a systematic technique for estimating concentration, also using PLM. The point counting method, however, does not increase the analyst's ability to detect fibers.

Disclaimer:

In any given material, fibers with a small diameter ($<0.25 \mu\text{m}$) may not be detected by the PLM method. Floor tile and other resin bound material may yield a false negative if the asbestos fibers are too small to be resolved using PLM. Additional analytical methods may be required.

Analyzing one sample of a suspect asbestos containing material is only sufficient if the sample contains greater than 1% asbestos as determined by PLM Point Count Analysis.

Current EPA and OSHA sampling guidelines require the collection and analysis of multiple samples by certified individuals to determine that a suspect building material does not contain asbestos.

This report relates only to those samples actually analyzed, and may not be indicative of other similar appearing materials existing at this or other sites.

Definitions:

N.A.D. No Asbestos Detected.

ACM- Asbestos containing material.

Friable- Material that can be crumbled, pulverized, or reduced to powder by hand pressure.

Non-Friable- Material that cannot be crumbled, pulverized, or reduced to powder by hand pressure.

PLM- Polarized light microscopy, a technique using polarized light to measure birefringence, extinction angles, sign of elongation and dispersion staining colors to identify fibers/minerals.

PC (Point Counting)- An analytical technique where a minimum of 400 non-empty points are counted across multiple slide mounts to get a firm estimate on asbestos %.

NA-PS- Material not analyzed due to positive stop.



805 Capital Commons Drive, Toledo, Ohio 43615
Phone: 419-537-6000 ❖ Email: hazcorp@sbcglobal.net

Asbestos Analysis Request

Project Name Bunting Bearings LLC Buildings 1,2,3			Client Name Bunting Bearings LLC			
Project Address 200 Van Buren St., Delta, OH 43515			Client Address 1001 Holland Park Blvd. #1001 Holland, OH 43528			
Project No. 2024-735			Client Contact Mr. Philip Henzler Client Phone: 419.866.7720 Email: phenzler@buntingbearings.com			
Sampler(s) Mr. John Campbell & Mr. Charles Long						
Sample No.	Sample Type A=Air B=Bulk	Date	Sample Description	Asbestos PLM	Asbestos PCM	Comments
735-1	B	8/20/24	Building 1, Outside Men's Restroom / Drywall-Joint Compound	X		
735-2	B	8/20/24	Building 1, Outside Men's Restroom / Drywall-Joint Compound	X		
735-3	B	8/20/24	Building 1, Men's Restroom / Linoleum - Gray	X		
735-4	B	8/20/24	Building 1, Men's Restroom / Linoleum - Gray	X		
735-5	B	8/20/24	Building 1, South West Large Office / Linoleum - Brown	X		
735-6	B	8/20/24	Building 1, South West Large Office / Linoleum - Brown	X		
735-7	B	8/20/24	Building 1, West Large Office / 12" Floor Tile - Blue on Tan Flooring	X		
735-8	B	8/20/24	Building 1, West Large Office / 12" Floor Tile - Blue on Tan Flooring	X		
735-9	B	8/20/24	Building 1, North Small Office / 12" Floor Tile - Brown	X		
735-10	B	8/20/24	Building 1, North Small Office / 12" Floor Tile - Brown	X		
735-11	B	8/20/24	Building 1, South West Side / Window Glaze	X		
735-12	B	8/20/24	Building 1, South West Side / Window Glaze	X		
735-13	B	8/20/24	Building 1, South East Side / Window Glaze	X		
735-14	B	8/20/24	Building 1, South East Side / Window Glaze	X		
735-15	B	8/20/24	Building 1, Pit Room / Beige Rubber Belt	X		
735-16	B	8/20/24	Building 1, Pit Room / Beige Rubber Belt	X		
735-17	B	8/20/24	Building 1, West Large Office / Blue Cove Molding	X		
735-18	B	8/20/24	Building 1, West Large Office / Blue Cove Molding	X		
735-19	B	8/20/24	Building 1, West Large Office / Brown Cove Molding	X		
735-20	B	8/20/24	Building 1, West Large Office / Brown Cove Molding	X		
735-21	B	8/20/24	Building 1, North Small Office / 12" Ceiling Tile	X		
735-22	B	8/20/24	Building 1, North Small Office / 12" Ceiling Tile	X		
735-23	B	8/20/24	Building 1, Women's Restroom / 2'x4' Ceiling Panel - Dots	X		
735-24	B	8/20/24	Building 1, Women's Restroom / 2'x4' Ceiling Panel - Dots	X		

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TURNAROUND

Sampler's Signature:

Date: 8.20.24 **Time:** 3:00 PM

Samples Relinquished By:

Samples Received By:



805 Capital Commons Drive, Toledo, Ohio 43615
Phone: 419-537-6000 ❖ Email: hazcorp@sbcglobal.net

Asbestos Analysis Request

Project Name Bunting Bearings LLC Buildings 1,2,3			Client Name Bunting Bearings LLC			
Project Address 200 Van Buren St., Delta, OH 43515			Client Address 1001 Holland Park Blvd. #1001 Holland, OH 43528			
Project No. 2024-735			Client Contact Mr. Philip Henzler Client Phone: 419.866.7720 Email: phenzler@buntingbearings.com			
Sampler(s) Mr. John Campbell & Mr. Charles Long						
Sample No.	Sample Type A=Air B=Bulk	Date	Sample Description	Asbestos PLM	Asbestos PCM	Comments
735-25	B	8/20/24	Building 1, Men's Restroom / 2'x4' Ceiling Panel - Worm Track	X		
735-26	B	8/20/24	Building 1, Men's Restroom / 2'x4' Ceiling Panel - Worm Track	X		
735-27	B	8/20/24	Building 1, Flammable Closet / 2'x4' Ceiling Panel	X		
735-28	B	8/20/24	Building 1, Flammable Closet / 2'x4' Ceiling Panel	X		
735-29	B	8/20/24	Building 1 / Flammable Closet Interior Roofing	X		
735-30	B	8/20/24	Building 1 / Flammable Closet Interior Roofing	X		
735-31	B	8/20/24	Building 1 / Roofing	X		
735-32	B	8/20/24	Building 1 / Roofing	X		
735-33	B	8/20/24	Building 2, East Side, Ceiling / Sprayed-On Insulation	X		
735-34	B	8/20/24	Building 2, East Side, Ceiling / Sprayed-On Insulation	X		
735-35	B	8/20/24	Building 2, East Side, East Wall / Sprayed-On Insulation	X		
735-36	B	8/20/24	Building 2, East Side, West Wall / Sprayed-On Insulation	X		
735-37	B	8/20/24	Building 2, East Side, Ceiling / Sprayed-On Insulation	X		
735-38	B	8/20/24	Building 2, East Side, North Wall / Sprayed-On Insulation	X		
735-39	B	8/20/24	Building 2, East Side, South Wall / Sprayed-On Insulation	X		
735-40	B	8/20/24	Building 2, East Side, South Wall / Sprayed-On Insulation	X		
735-41	B	8/20/24	Building 2, East Side / Window Glaze	X		
735-42	B	8/20/24	Building 2, East Side / Window Glaze	X		
735-43	B	8/20/24		X		
735-44	B	8/20/24		X		
735-45	B	8/20/24	Building 3, 2 nd Floor, Storage Room / Drywall-Joint Compound	X		
735-46	B	8/20/24	Building 3, 2 nd Floor, Storage Room / Drywall-Joint Compound	X		
735-47	B	8/20/24	Building 3, 2 nd Floor, Conference Room, North Wall / Texture	X		
735-48	B	8/20/24	Building 3, 2 nd Floor, Conference Room, West Wall / Texture	X		

Page 2 of 4

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TURNAROUND

Sampler's Signature:

Date: 8/20/24 **Time:** 3:00 pm

Samples Relinquished By:

Samples Received By:



805 Capital Commons Drive, Toledo, Ohio 43615
Phone: 419-537-6000 ❖ Email: hazcorp@sbcglobal.net

Asbestos Analysis Request

Project Name Bunting Bearings LLC Buildings 1,2,3			Client Name Bunting Bearings LLC			
Project Address 200 Van Buren St., Delta, OH 43515			Client Address 1001 Holland Park Blvd. #1001 Holland, OH 43528			
Project No. 2024-735			Client Contact Mr. Philip Henzler Client Phone: 419.866.7720 Email: phenzler@buntingbearings.com			
Sampler(s) Mr. John Campbell & Mr. Charles Long						
Sample No.	Sample Type A=Air B=Bulk	Date	Sample Description	Asbestos PLM	Asbestos PCM	Comments
735-49	B	8/20/24	Building 3, 2nd Floor, Conference Room, East Wall / Texture	X		
735-50	B	8/20/24	Building 3, 2nd Floor, Conference Room, Under Carpet / Linoleum	X		
735-51	B	8/20/24	Building 3, 2nd Floor, Conference Room, Under Carpet / Linoleum	X		
735-52	B	8/20/24	Building 3, 2nd Floor, Office, Under Carpet / Linoleum	X		
735-53	B	8/20/24	Building 3, 2nd Floor, Office, Under Carpet / Linoleum	X		
735-54	B	8/20/24	Building 3, 2nd Floor, Conference Room / Brown Cove Molding	X		
735-55	B	8/20/24	Building 3, 2nd Floor, Conference Room / Brown Cove Molding	X		
735-56	B	8/20/24	Building 3, 2nd Floor, Office, East Wall / Wall Panel Mastic	X		
735-57	B	8/20/24	Building 3, 2nd Floor, Office, East Wall / Wall Panel Mastic	X		
735-58	B	8/20/24	Building 3, 2nd Floor, Conference Room / Window Glaze	X		
735-59	B	8/20/24	Building 3, 2nd Floor, Conference Room / Window Glaze	X		
735-60	B	8/20/24	Building 3, 2nd Floor, Conference Room / 2'x4' Ceiling Panel - Texture	X		
735-61	B	8/20/24	Building 3, 2nd Floor, Conference Room / 2'x4' Ceiling Panel - Texture	X		
735-62	B	8/20/24	Building 3, Women's Restroom / Linoleum	X		
735-63	B	8/20/24	Building 3, Women's Restroom / Linoleum	X		
735-64	B	8/20/24	Building 3, Lab / 12" Floor Tile - Beige on Linoleum	X		
735-65	B	8/20/24	Building 3, Lab / 12" Floor Tile - Beige on Linoleum	X		
735-66	B	8/20/24	Building 3, Men's Restroom / Linoleum - Multiple Layers	X		
735-67	B	8/20/24	Building 3, Men's Restroom / Linoleum - Multiple Layers	X		
735-68	B	8/20/24	Building 3, Lab / 2'x4' Ceiling Panel - Dots	X		
735-69	B	8/20/24	Building 3, Lab / 2'x4' Ceiling Panel - Dots	X		
735-70	B	8/20/24	Building 3, Men's Restroom / 2'x4' Ceiling Panel - Worm Track	X		
735-71	B	8/20/24	Building 3, Men's Restroom / 2'x4' Ceiling Panel - Worm Track	X		
735-72	B	8/20/24	Building 3, 2nd Floor, Conference Room above Drop Ceiling / Sprayed-On Insulation	X		
Sampler's Signature: <i>[Signature]</i>						
Date	Time					
8.20.24	3:00					
Samples Relinquished By: <i>[Signature]</i>			Samples Received By: <i>[Signature]</i>			

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805 Capital Commons Drive, Toledo, Ohio 43615
Phone: 419-537-6000 ❖ Email: hazcorp@sbcglobal.net

Asbestos Analysis Request

Project Name Bunting Bearings LLC Buildings 1,2,3

Client Name Bunting Bearings LLC

Project Address 200 Van Buren St., Delta, OH 43515

Client Address 1001 Holland Park Blvd. #1001 Holland, OH 43528

Project No. 2024-735

Client Contact Mr. Philip Henzler

Sampler(s) Mr. John Campbell & Mr. Charles Long

Client Phone: 419.866.7720
Email: phenzler@buntingbearings.com

Sample No.	Sample Type A=Air B=Bulk	Date	Sample Description	Asbestos PLM	Asbestos PCM	Comments
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735-73	B	8/20/24	Building 3, 2 nd Floor, Conference Room above Drop Ceiling / Sprayed-On Insulation	X		
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735-74	B	8/20/24	Building 3, 2 nd Floor, Office above Drop Ceiling / Sprayed-On Insulation	X		
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735-75	B	8/20/24	Building 3, 2 nd Floor, Office above Drop Ceiling / Sprayed-On Insulation	X		
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735-76	B	8/20/24	Building 3, 2 nd Floor, Storage Room above Drop Ceiling / Sprayed-On Insulation	X		
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735-77	B	8/20/24	Building 3, 2 nd Floor, Storage Room above Drop Ceiling / Sprayed-On Insulation	X		
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735-78	B	8/20/24	Building 3, 2 nd Floor, Storage Room above Drop Ceiling / Sprayed-On Insulation	X		
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735-79	B	8/20/24	Building 3, North Bay, North Wall / TSI Fitting	X		
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735-80	B	8/20/24	Building 3, North Bay, North Wall / TSI Fitting	X		
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735-81	B	8/20/24	Building 3, North Bay, North Wall / TSI Fitting	X		
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Sampler's Signature:

Date 8-20-24 Time 3:00 PM Samples Relinquished By: Samples Received By:

3.0 INSPECTION, MONITORING AND MAINTENANCE OF DEED RESTRICTED AREAS

Integrity inspections are to be conducted at each deed restricted area to determine if exposure to the underlying lead-contaminated soil or VOCs has occurred and if the existing engineering control continues to be protective of human health and the environment. The inspections will be performed by the plant manager or a designated maintenance department staff member. Integrity inspections are to consist of:

- 1) Visually inspecting the engineering control at each deed restricted area; and
- 2) Completing the respective "Integrity Inspection Checklist – Deed Restricted Area" (see Appendix III).

The frequency of integrity inspections is semi-annually, starting upon recording of the Environmental Covenant, for each of the deed restricted areas (see Table 1). This frequency is based on the construction and durability of the engineering controls, as well as the anticipated exposure potential to onsite/offsite receptors in the event the integrity of the engineering control is compromised. Copies of the completed inspection checklists (and any photographs) are to be maintained at the Site. A copy of the completed integrity inspection checklist will be submitted to U.S. EPA, Region 5, 77 West Jackson Blvd., SR-6J, Chicago, Illinois, Attn: SuperFund Remedial Project Manager (currently Matthew J. Ohi).

Annual air monitoring will be performed in the VOC Area to evaluate potential VOC concentrations in indoor air, and to ensure that contaminants potentially infiltrating Buildings A-3 and A-4 from underlying impacted soil do not pose an unacceptable risk to human health. Indoor air monitoring will be performed by utilizing a passive air sampler (i.e., summa canister) for annual collection of an indoor air sample from Buildings A-3 and A-4, in the approximate center of the identified VOC Area.

The indoor air sample will be collected over an 8-hour collection period under conditions representative of the use of the building (i.e., doors open or closed depending on their typical condition). Samples will be submitted to Data Chem Laboratories, Inc. for analysis of TO-14A.

Air sampling results will be compared to U.S. EPA generic screening levels for indoor air concentrations presented in Table 2 of U.S. EPA OSWER Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils (Subsurface Vapor Intrusion Guidance) November 2002 (EPA 530-D-02-004). If laboratory results indicate that VOC concentrations in indoor air exceed U.S. EPA generic screening levels, then the monitoring frequency will be increased appropriately and additional engineering controls (i.e., increased ventilation) will be implemented. In the event lab results indicate elevated VOC concentrations in indoor areas, the lab results shall be forwarded to U.S. EPA at the address set forth above.

Maintenance of the engineering controls (i.e., concrete flooring and concrete pavement) will be based on the findings from the integrity inspections. Any areas of concrete flooring or concrete or asphalt pavement within the Lead Areas where cracks or holes are visible larger than 3/16-inch in width or diameter, and that do not appear to be self-sealing, will be sealed or repaired in a timely manner with the same or comparable construction materials as the existing engineering control. Any areas of concrete flooring or concrete or asphalt pavement within the VOC Areas where cracks or holes are visible will be immediately sealed or repaired with the same or comparable construction materials as the existing engineering controls. Documentation of such maintenance activity shall be recorded on the "Integrity Inspection Checklist – Deed Restricted Area" for the respective area.

4.0 PROCEDURES FOR EXCAVATING IN DEED RESTRICTED AREAS

Excavation or disturbance of soils beneath the engineering controls within deed restricted areas ("Excavation Activities") is prohibited, except as set forth in this section of the PRSCP.

4.1 U.S. EPA Notification and Authorization

U.S. EPA must be provided prior written notification of any proposed Excavation Activities within the deed restricted areas; provided, however, in emergency situations, verbal notification, followed by written notification within three (3) days, is permitted. Except in emergency situations, U.S. EPA's written authorization is required before Excavation Activities can commence, and such

activities must be performed in accordance with the terms of U.S. EPA's authorization. Should unexpected maintenance or an emergency situation arise that requires excavation within a deed restricted area before receipt of the U.S. EPA's written authorization, a written notification of the planned (or completed) excavation activities must still be provided to the U.S. EPA within a reasonable period of time, not to exceed three (3) days. Such notification shall also include:

- Listing of completed activities (or activities expected to be completed) prior to receipt of U.S. EPA's authorization;
- Explanation of why excavation activities were necessary before receipt of U.S. EPA's authorization;
- Approximate chronology of activities; and
- Description of excavation activities (if any) being delayed until receipt of U.S. EPA's authorization.

4.2 Excavation Activities

Excavation Activities are to be implemented in accordance with appropriate site security and control measures, site-specific health and safety protocols, and waste management/disposal procedures.

4.2.1 Site Security

Site security is necessary during both Excavation Activities and periods of non-working hours during Excavation Activities. Building doors and existing chain-link security fencing around the perimeter of the Site will be locked to unauthorized personnel after working hours. Hence, site security is inherent to those deed restricted areas within the Site property boundaries during Excavation Activities. Where additional security measures are needed to further restrict unauthorized access to excavation areas during Excavation Activities, temporary fencing and/or construction tape will be maintained around the construction area.

Excavation Activities in deed restricted areas positioned adjacent to residential or public right-of way will require special site security measures, including surface water runoff/runoff controls, to minimize the potential for lead-contaminated or VOC media migration to the adjacent residential properties. Specifically,

- Temporary fencing will be installed around the excavation area and stockpiled debris/soils;
- Sediment control devices (i.e., silt fencing, sand bags, etc.) will be placed around the excavation area and stockpiled debris/soils;
- Excavated materials will be placed on plastic sheeting; and
- Plastic sheeting will be used to cover stockpiled soils.

The temporary security fencing, sediment control devices, and plastic sheeting will be inspected at the end of each working day to ensure they are in good working order before leaving the Site during Excavation Activities.

4.2.2 Health and Safety

A site-specific Health and Safety Plan (HASP) has been prepared for the Site which is required for protection of construction personnel, nearby workers, and area residents from physical, chemical, and other hazards posed during Excavation Activities. The HASP addresses items such as known hazards and risks associated with activities; personnel responsibilities; designation of work zones (as necessary); personal protective equipment and decontamination procedures; periodic air and personnel monitoring; training requirements; and site emergency procedures. A copy of the site-specific HASP will be maintained at the Site during Excavation Activities. The HASP shall be reviewed no less frequently than annually and revised to the extent necessary to comply with applicable regulations.

4.2.3 Project Kick-off Meeting

A project kick-off meeting will be conducted prior to initiating Excavation Activities and appropriate representatives of U.S. EPA, The Ohio Environmental Protective Agency and the City of Delta, Ohio shall be invited to attend. Project logistics will be organized during this meeting, including scope of work, health and safety procedures, site security issues, equipment and materials storage, excavation and soil stockpiling, and general Site access. Details involving lines of communication, personnel authorities and responsibilities for completion of Excavation Activities, and project schedule, will be reviewed during the meeting. In the event of unexpected maintenance or an emergency situation, an abbreviated project kick-off meeting will be conducted.

4.2.4 Excavation and Management of Contaminated Soils

Standard excavation equipment such as track excavators, mini excavators, wheel loaders, and dump trucks are anticipated to be utilized to remove the pavement and underlying lead-contaminated soils or VOC contaminated soils. Hand excavation will be used, as necessary, in small areas or areas of limited accessibility such as around foundations. Excavation equipment will be decontaminated by scraping of loose soil from the equipment to the extent practicable. Wet soil will be removed from the excavation equipment by towel wiping or power-washing. Soiled towels and water generated during decontamination will be containerized and appropriately disposed with the excavated material. Soiled personal protective equipment (i.e., gloves, tyveks, etc.) will also be disposed with the excavated material.

The extent of any Excavation Activities will be project-specific. Pre- and post-excavation measurements will be recorded to determine the extent/volume of soils removed. Flooring/pavement debris, excavated soils and investigation-derived waste (IDW) will be placed in 55-gallon drums or roll-off boxes (depending on the volume of material removed) to facilitate characterization and off-site disposal. The debris/soil/IDW will be characterized at a frequency that satisfies the licensed disposal facility's requirements and treated to the extent reasonably required. Appropriate waste manifest forms will be used for offsite transport and disposal of the flooring/pavement debris and soils. Trucks transporting removed material to the disposal facility shall be appropriately placarded and covered, if applicable.

4.2.5 Backfilling and Reconstruction of Engineering Control

Backfilling and reconstruction of the engineering control will be accomplished using clean fill material and earthmoving equipment (or manual labor, where necessary). The clean fill will be compacted and graded to pre-excavation flooring/pavement subgrade elevations. Reconstruction of the flooring and pavement will be completed using the same or comparable construction materials as the existing engineering control that was removed in part or whole.

4.2.6 Reporting

Upon completion of Excavation Activities, a Summary Report will be prepared. The Summary Report will include the following components:

- Narrative description and chronology of significant project activities and methods;
- Listing of quantities and types of materials excavated and disposed of offsite; and
- Appendices containing relevant documentation (e.g., photographs, analytical reports, chains-of-custody on analytical samples, concrete/asphalt testing results, non-hazardous waste manifests, etc.).

The Summary Reports are to be maintained on file at the Site. Also, copies of the Summary Reports are to be submitted to the U.S. EPA at the address set forth in Section 3 above.

4.2.7 Sampling and Monitoring

Periodic sampling of soils or ground water within deed restricted areas by environmental professionals as defined in 40 CFR 312.10 ("Environmental Professionals") for the purpose of conducting environmental assessments, audits or investigations shall not be considered Excavation Activities for purposes of this PRSCP. Any invasion into a concrete or asphalt surface shall be promptly patched after samples have been taken. BBC shall notify U.S. EPA of any subsurface environmental investigation within the deed restriction area no later than ten (10) days prior to initiation of the investigation. BBC will require the Environmental Professional to prepare a Health and Safety Plan which will at a minimum specify employee training, personal protective equipment (PPE), medical surveillance requirements, standard operating procedures, and a contingency plan in accordance with 29 CFR 1910.120 and conduct the investigation in accordance with its requirements. BBC shall ensure that all investigation derived waste, e.g., drill cuttings, PPE, etc.,

will be handled in accordance with current U.S. EPA guidance including, but not limited to, the Management of Investigation-Derived Wastes During Site Investigations, May 1990, EPA/540/G-91/009 and Guide to the Management of Investigation-Derived Wastes, January 1992, OSWER 9345.3-03FS, NTIS: PB92-963353INX . BBC will provide reports of all subsurface environmental investigations to the U.S. EPA no later than 60 days after sample collection or completion of the investigation, whichever is earlier.

TABLE 1
INVENTORY OF DEED RESTRICTED AREAS
EAGLEPICHER INCORPORATED
FORMER DELTA, OHIO FACILITY

Deed Restricted Area	Monuments Delineating Deed Restricted Area	Total Constituent Concentration in Soils	Engineering Control	Integrity Inspection
Building B-14 (Transformer)		>1,536 mg/kg Total Lead	Concrete Flooring	Once annually, starting 2008
Building B-15 (Water Room)		>1,536 mg/kg Total Lead	Concrete Flooring	Once annually, starting 2008
Building B-21 (Centrifugal Casting)		>1,536 mg/kg Total Lead	Concrete Flooring	Once annually, starting 2008
Area B-22 ("C" Baghouse)		>400 mg/kg and <1,536 mg/kg Total Lead	Concrete Pavement	Once annually, starting 2008
North Yard		>400 mg/kg and <1,536 mg/kg Total Lead	Concrete Pavement	Once annually, starting 2008
Building B-26 (Compressor Room)		>400 mg/kg and <1,536 mg/kg Total Lead	Concrete Flooring	Once annually, starting 2008
West Employee Parking Lot		>400 mg/kg and <1,536 mg/kg Total Lead	Concrete Pavement	Once annually, starting 2008
Onsite Area North of Plant No. 1		>400 mg/kg and <1,536 mg/kg Total Lead	Concrete Pavement	Once annually, starting 2008
Building A-3 and A-4 (VOC Area)		VOCs at concentrations associated with potential risks to human health	Concrete Pavement	Once annually, starting 2008

APPENDIX I

SURVEY OF DEED RESTRICTED AREAS

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[illegible]

APPENDIX II

LEGAL DESCRIPTIONS - DEED RESTRICTED AREAS

LEGAL DESCRIPTION - DEED RESTRICTION AREA 1

A parcel of land being part of the afore described legal description and being more particularly described as follows:

Commencing at an Iron pin found at the intersection of the North Right-of-Way of Palmwood Street with the West line of the vacated East four (4) feet of Van Buren Street;

Thence Northerly along the West line of the vacated East four (4) feet of Van Buren Street, having a bearing of North zero (00) degrees, two (02) minutes, twenty-three (23) seconds East a distance of fifty-six and sixty-three hundredths (56.63) feet to a point, said point also being the TRUE POINT OF BEGINNING;

Thence Northerly along a line having a bearing of North zero (00) degrees, two (02) minutes, twenty-three (23) seconds East a distance of eighty-one and twenty-two hundredths (81.22) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, fifty-eight (58) minutes, and twenty-two (22) seconds East a distance of one hundred and twenty-nine hundredths (100.29) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, one (01) minute, thirty-eight (38) seconds East a distance of ten and ten hundredths (10.10) to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, fifty-eight (58) minutes, and twenty-two (22) seconds East a distance of seventy and zero hundredths (70.00) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, one (01) minutes, and thirty-eight (38) seconds West a distance of twenty-four and zero hundredths (24.00) feet to a point;

Thence Westerly along a line having a bearing of North eighty-eight (88) degrees, thirty-three (33) minutes, and thirty-two (32) seconds West a distance of ninety and sixty-nine hundredths (90.69) feet to a point;

Thence Southerly along a line having a bearing of South one (01) degrees, fifty-one (51) minutes, and thirty-three (33) seconds East a distance of sixty and forty-seven hundredths (60.47) feet to a point;

Thence Westerly along a line having a bearing of South eighty-six (86) degrees, thirty-nine (39) minutes, and forty-three (43) seconds West a distance of eighty-one and seventy-seven hundredths (81.77) feet to a point; said point also being the TRUE POINT OF BEGINNING.

Containing a total of 8,108 square feet, which is equal to zero and one hundred eighty-six thousandths (0.186) acres of land, more or less. Subject, however, to all legal highways and easements of record.

This legal description dated June 18, 2004 was prepared by Timothy R. Worline, Ohio Registered Surveyor No. 6741, from a survey performed by T. R. Worline & Associates, Inc., under his direction in May of 2004.

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LEGAL DESCRIPTION - DEED RESTRICTION AREA 2

A parcel of land being part of the afore described legal description and being more particularly described as follows:

Commencing at an iron pin found at the intersection of the North Right-of-Way of Palmwood Street with the West line of the vacated East four (4) feet of Van Buren Street;

Thence Northerly along a line having a bearing of North zero (00) degrees, two (02) minutes, twenty-three (23) seconds East a distance of two hundred ninety-seven and fifty-three hundredths (297.53) feet to a point, also being the TRUE POINT OF BEGINNING;

Thence Northerly along a line, said line also being the West line of vacated East four (4) feet of Van Buren Street, having a bearing of North zero (00) degrees, two (02) minutes, twenty-three (23) seconds East a distance of eight and zero hundredths (8.00) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, forty-seven (47) minutes, and forty-eight (48) seconds East a distance of one hundred thirty-six and fifty hundredths (136.50) feet to a point;

Thence Southerly along a line having a bearing of South eight (08) degrees, six (06) minutes, thirty-eight (38) seconds East a distance of three and seventy hundredths (3.70) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, forty-seven (47) minutes, and forty-eight (48) seconds West a distance of sixty-five and sixty-four hundredths (65.64) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, seventeen (17) minutes, and thirty-five (35) seconds West a distance of seventeen and eighty-four hundredths (17.84) feet to a point;

Thence Westerly along a line having a bearing of South eighty-nine (89) degrees, fifty-four (54) minutes, and thirty-two (32) seconds West a distance of one hundred seventy-six and nineteen hundredths (176.19) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, twenty-one (21) minutes, eleven (11) seconds East a distance of thirteen and eighty-five hundredths (13.85) feet to a point;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, forty-seven (47) minutes, and forty-eight (48) seconds West a distance of twenty-

six and forty seven hundredths (26.47) feet to a point, also being the **TRUE POINT OF BEGINNING**.

Containing a total of 5,027 square feet, which is equal to zero and one hundred fifteen thousandths (0.115) acres of land, more or less. Subject, however, to all legal highways and easements of record.

This legal description dated June 18, 2004, and Revised on June 24, 2004, was prepared by Timothy R. Worline, Ohio Registered Surveyor No. 6741, from a survey performed by T. R. Worline & Associates, Inc., under his direction in May of 2004.

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LEGAL DESCRIPTION - DEED RESTRICTION AREA 3

A parcel of land being part of the afore described legal description and being more particularly described as follows:

Commencing at an Iron pin found at the Intersection of the North Right-of-Way of Palmwood Street with the West line of the vacated East four (4) feet of Van Buren Street;

Thence Easterly along a line, also being the North Right of Way of Palmwood Street, having a bearing of North eighty-eight (88) degrees, twenty-three (23) minutes, twenty-five (25) seconds East, a distance of two hundred and fifty-three and twenty-four hundredths (253.24) feet to a point;

Thence Northerly along a line, having a bearing of North one (01) degrees, thirty-six (36) minutes, thirty-five (35) seconds West a distance of two hundred forty-nine and seventeen hundredths (249.17) feet to a point, said point also being the TRUE POINT OF BEGINNING;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, twenty-seven (27) minutes, forty-seven (47) seconds West a distance of fifteen and zero hundredths (15.00) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, thirty-nine (39) minutes, fifty-one (51) seconds East a distance of twenty-six and eighty-nine hundredths (26.89) feet to a point;

Thence Easterly along a line having a bearing of North eighty-eight (88) degrees, fifty-six (56) minutes, forty-one (41) seconds East a distance of fifteen and zero hundredths (15.00) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, thirty-nine (39) minutes, fifty-one (51) seconds West a distance of twenty-seven and five hundredths (27.05) feet to a point, said point also being the TRUE POINT OF BEGINNING;

Containing a total of 405 square feet, which is equal to zero and nine thousandths (0.009) acres of land, more or less; Subject, however, to all legal highways and easements of record.

This legal description dated June 18, 2004, and Revised on June 24, 2004, was prepared by Timothy R. Worline, Ohio Registered Surveyor No. 6741, from a survey performed by T. R. Worline & Associates, Inc., under his direction in May of 2004.

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LEGAL DESCRIPTION – DEED RESTRICTION AREA 4

A parcel of land being part of the afore described legal description and being more particularly described as follows:

Commencing at an Iron pin found at the Intersection of the North Right-of-Way of Palmwood Street with the West line of the vacated East four (4) feet of Van Buren Street;

Thence Easterly along a line, also being the North Right of Way of Palmwood Street, having a bearing of North eighty-eight (88) degrees, twenty-three (23) minutes, twenty-five (25) seconds East, a distance of two hundred and fifty-three and twenty-four hundredths (253.24) feet to a point;

Thence Northerly along a line, having a bearing of North one (01) degrees, thirty-six (36) minutes, thirty-five (35) seconds West a distance of two hundred forty-nine and seventeen (249.17) feet to a point, also being the TRUE POINT OF BEGINNING;

Thence Northerly along a line, having a bearing of North zero (00) degrees, thirty-nine (39) minutes, fifty-one (51) seconds West a distance of twenty-seven and five hundredths (27.05) feet to a point;

Thence Easterly along a line having a bearing of North eighty-nine (89) degrees, fifty-six (56) minutes, forty-one (41) seconds East a distance of fifty and twenty-three hundredths (50.23) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, fifteen (15) minutes, twenty-two (22) seconds East a distance of eighteen and zero hundredths (18.00) feet to a point;

Thence Westerly along a line having a bearing of South eighty-nine (89) degrees, forty-four (44) minutes, thirty-eight (38) seconds West a distance of nineteen and zero hundredths (19.00) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, thirteen (13) minutes, and fifteen (15) seconds West a distance of seventy-three and seven hundredths (73.07) feet to a point;

Thence Easterly along a line having a bearing of North eighty-eight (88) degrees, twenty-four (24) minutes, thirty (30) seconds East a distance of sixty-five and twenty-five hundredths (65.25) feet to a point;

Thence Southerly along a line having a bearing of South one (01) degrees, twenty-nine (29) minutes, thirty-eight (38) seconds East a distance of forty-five and forty hundredths (45.40) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, twenty (20) minutes, forty-three (43) seconds East a distance of twenty and forty-three hundredths (20.43) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, thirty-four (34) minutes, twenty-two (22) seconds West a distance of thirty-one and thirty-eight hundredths (31.38) feet to a point;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, twenty-five (25) minutes, thirty-eight (38) seconds West a distance of fifty-four and zero hundredths (54.00) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, thirty-four (34) minutes, twenty-two (22) seconds West a distance of twenty-five and zero hundredths (25.00) feet to a point;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, twenty-five (25) minutes, thirty-eight (38) seconds East a distance of eight and zero hundredths (8.00) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, thirty-four (34) minutes, twenty-two (22) seconds West a distance of eighteen and ninety-nine hundredths (18.99) feet to a point;

Thence Westerly along a line having a bearing of North eighty-nine (89) degrees, twenty-nine (29) minutes, twenty-nine (29) seconds West a distance of seventy-one and twenty-seven hundredths (71.27) feet to a point; also being the TRUE POINT OF BEGINNING.

Containing a total of 7,684 square feet, which is equal to zero and one hundred seventy-six thousandths (0.176) acres of land, more or less; Subject, however, to all legal highways and easements of record.

Except;

A parcel of land being part of the afore described legal description and being more particularly described as follows:

Commencing at an Iron pin found at the intersection of the North Right-of-Way of Palmwood Street with the West line of the vacated East four (4) feet of Van Buren Street;

Thence Easterly along a line, also being the North Right of Way of Palmwood Street, having a bearing of North eighty-eight (88) degrees, twenty-three (23) minutes, twenty-five (25) seconds East, a distance of two hundred and fifty-three and twenty-four hundredths (253.24) feet to a point;

Thence Northerly along a line, having a bearing of North one (01) degrees, thirty-six (36) minutes, thirty-five (35) seconds West a distance of two hundred forty-nine and seventeen hundredths (249.17) feet to a point;

Thence Northerly along a line, having a bearing of North zero (00) degrees, thirty-nine (39) minutes, fifty-one (51) seconds West a distance of twenty seven and five hundredths (27.05) feet to a point;

Thence Easterly along a line having a bearing of North eighty-nine (89) degrees, fifty-six (56) minutes, forty-one (41) seconds East a distance of fifty and twenty-three hundredths (50.23) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, fifteen (15) minutes, twenty-two (22) seconds East a distance of eighteen and zero hundredths (18.00) feet to a point;

Thence Westerly along a line having a bearing of South eighty-nine (89) degrees, forty-four (44) minutes, thirty-eight (38) seconds West a distance of nineteen and zero hundredths (19.00) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, thirteen (13) minutes, and fifteen (15) seconds West a distance of seventy-three and seven hundredths (73.07) feet to a point;

Thence Easterly along a line having a bearing of North eighty-eight (88) degrees, twenty-four (24) minutes, thirty (30) seconds East a distance of thirty-four and forty-seven hundredths (34.47) feet to a point;

Thence Southerly along a line having a bearing of South zero (01) degrees, forty-nine (49) minutes, thirty-three (33) seconds East a distance of three and twenty-eight hundredths (3.28) feet to a point, said point also being the TRUE POINT OF BEGINNING;

Thence Easterly along a line having a bearing of North eighty-eight (88) degrees, nine (09) minutes, thirty-nine (39) seconds East a distance of twenty-six and twenty-four hundredths (26.24) feet to a point;

Thence Southerly along a line having a bearing of South zero (01) degrees, fifty-three (53) minutes, forty-five (45) seconds East a distance of forty and fifty-six hundredths (40.56) feet to a point;

Thence Westerly along a line having a bearing of South eighty-eight (88) degrees, twenty-five (25) minutes, twenty-eight (28) seconds West a distance of twenty-six and twenty-nine hundredths (26.29) feet to a point;

Thence Northerly along a line having a bearing of North zero (01) degrees, forty-nine (49) minutes, thirty-three (33) seconds West a distance of forty and forty-four hundredths (40.44) feet to a point; said point also being the **TRUE POINT OF BEGINNING**.

Containing a total of 1,067 square feet, which is equal to zero and twenty-four hundredths (0.024) acres of land, more or less; Subject, however, to all legal highways and easements of record.

This legal description dated June 18, 2004, and Revised on June 24, 2004, was prepared by Timothy R. Worline, Ohio Registered Surveyor No. 6741, from a survey performed by T. R. Worline & Associates, Inc., under his direction in May of 2004.

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LEGAL DESCRIPTION -- DEED RESTRICTION AREA 5

A parcel of land being part of the afore-described legal description and being more particularly described as follows:

Commencing at an Iron pin found at the intersection of the North Right-of-Way of Palmwood Street with the West line of the vacated East four (4) feet of Van Buren Street;

Thence Easterly along a line, also being the North Right of Way of Palmwood Street, having a bearing of North eighty-eight (88) degrees, twenty-three (23) minutes, twenty-five (25) seconds East, a distance of two hundred and fifty-three and twenty-four hundredths (253.24) feet to a point;

Thence Northerly along a line, having a bearing of North one (01) degrees, thirty-six (36) minutes, thirty-five (35) seconds West a distance of two hundred forty-nine and seventeen hundredths (249.17) feet to a point

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, twenty-nine (29) minutes, twenty-nine (29) seconds East a distance of thirty-four and nineteen hundredths (34.19) feet to a point, said point also being the TRUE POINT OF BEGINNING;

Thence Easterly along a line having a bearing of South eighty-nine (89) degrees, twenty-nine (29) minutes, twenty-nine (29) seconds East a distance of fifty-eight and eight hundredths (58.08) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, thirty-four (34) minutes, sixteen (16) seconds West a distance of forty-two and zero hundredths (42.00) feet to a point;

Thence Westerly along a line having a bearing of North eighty-eight (89) degrees, twenty-five (25) minutes, forty-four (44) seconds West a distance of forty and zero hundredths (40.00) feet to a point;

Thence Southerly along a line having a bearing of South zero (00) degrees, thirty-four (34) minutes, sixteen (16) seconds West a distance of ten and zero (10.00) feet to a point;

Thence Westerly along a line having a bearing of North eighty-eight (89) degrees, twenty-five (25) minutes, forty-four (44) seconds West a distance of eighteen and zero hundredths (18.00) feet to a point;

Thence Northerly along a line having a bearing of North zero (00) degrees, twenty-eight (28) minutes, fifty-eight (58) seconds East a distance of fifty-one and

ninety-six hundredths (51.96) feet to a point, said point also being the **TRUE POINT OF BEGINNING**.

Containing a total of 2,618 square feet, which is equal to zero and sixty thousandths (0.060) acres of land, more or less; Subject, however, to all legal highways and easements of record.

This legal description dated June 18, 2004, and Revised on June 24, 2004, was prepared by Timothy R. Worline, Ohio Registered Surveyor No. 6741, from a survey performed by T. R. Worline & Associates, Inc., under his direction in May of 2004.

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LEGAL DESCRIPTION - DEED RESTRICTED VOC AREA 6

A parcel of land being part of the afore described legal description and being more particularly described as follows:

Commencing at an Iron pin found at the Intersection of the North Right-of-Way of Palmwood Street with the West line of the vacated East four (4) feet of Van Buren Street;

Thence Easterly along a line, also being the North Right of Way of Palmwood Street, having a bearing of North eighty-eight (88) degrees, twenty-three (23) minutes, twenty-five (25) seconds East, a distance of one hundred and five and zero hundredths (105.00) feet to a point;

Thence Northerly along a line, having a bearing of North one (01) degree, thirty-six (36) minutes, thirty-five (35) seconds West a distance of thirty-three and forty-seven hundredths (33.47) feet to a point, said point also being the TRUE POINT OF BEGINNING;

Thence Northerly along a line, having a bearing of North one (01) degree, thirty-nine (39) minutes, twelve (12) seconds West a distance of sixty-two and zero hundredths (62.00) feet to a point;

Thence Easterly along a line having a bearing of North eighty-eight (88) degrees, twenty (20) minutes, forty-eight (48) seconds East a distance of one hundred thirteen and zero hundredths (113.00) feet to a point;

Thence Southerly along a line having a bearing of South one (01) degree, thirty-nine (39) minutes, twelve (12) seconds East a distance of sixty-two and zero hundredths (62.00) feet to a point;

Thence Westerly along a line having a bearing of South eighty-eight (88) degrees, twenty (20) minutes, forty-eight (48) seconds West a distance of one hundred thirteen and zero hundredths (113.00) feet to a point, said point also being the TRUE POINT OF BEGINNING

Containing a total of 7,006 square feet, which is equal to zero and one hundred sixty-one thousandths (0.161) acres of land, more or less; Subject, however, to all legal highways and easements of record.

This legal description dated September 12, 2007, was prepared by Timothy R. Worline, Ohio Registered Surveyor No. 6741, from a survey performed by T. R. Worline & Associates, Inc., under his direction in August of 2007.

APPENDIX III

INTEGRITY INSPECTION CHECKLIST - DEED RESTRICTED AREA

INTEGRITY INSPECTION CHECKLIST - DEED RESTRICTED
AREA

EAGLEPICHER INCORPORATED
FORMER DELTA, OHIO FACILITY

Deed Restricted Area:

Inspection Date:

Inspector:

(Name)

(Phone Number)

Previous Inspection Date:

Concerns or Recommendations During Previous Inspection:

Condition of engineering control (Good or Repair Needed):

1. If repair(s) needed, explain why: _____

3. Are soils exposed beneath engineering control (Yes/No):

If Yes, notify Plant Manager.

(Inspector's Signature)

Section 8: Contract Signatory Documents



Notice of Award

Date of Issuance:	Click or tap to enter a date.
Time of Issuance:	
Owner:	Fulton County Land Reutilization Corporation and the Village of Delta
Engineering Firm:	Tetra Tech
Project:	Bunting Bearings Plant #3 Demolition
Bidder:	- INSERT BIDDER'S NAME -
Bidder's Address:	- INSERT BIDDER'S ADDRESS -

Dear Bidder,

- 1) You are hereby notified that the Owner has accepted your bid dated 9/29/2026 for the above project for items in the amount of **\$ - INSERT WINNING BID AMOUNT -** You are the successful bidder and are hereby awarded a contract for the **Bunting Bearings Plant #3 Demolition Project.**

2) Executing the Agreement

Pursuant to Section 153.54 of the Ohio Revised Code, "Bid Guaranty to be filed with bid.", you are required to enter into a proper contract in accordance with the bid, plans, details, and specifications. This is also known as "executing the agreement". Execute the Agreement for this project and furnish the required Bid Bond and Certificates of Insurance **within 10 calendar days from the date of this notice to you.**

3) How to execute the agreement.

See Section 3: Instructions to Bidders, "Item B.17 - Additional Obligations Upon Contract Award" for instructions.

4) If you fail to execute the agreement ...

"If for any reason, other than as authorized by section 9.31 of the Revised Code or division (G) of this section, the bidder fails to enter into the contract, and the contracting authority awards the contract to the next lowest bidder, the bidder and the surety on the bidder's bond are liable to the state, political subdivision, district, institution, or agency for the difference between the bid and that of the next lowest bidder, or for a penal sum not to exceed ten per cent of the amount of the bond, whichever is less."

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNERS will be entitled to consider all your rights arising out of the OWNERS' acceptance of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

- 5) You are required to return an acknowledged copy of this Notice of Awards to the Owners.

You are **required** to return an acknowledged copy of this Notice of Award to the Owners

Owner

- Fulton County Land Reutilization Corporation

Printed Name and Title:

Signature:

Date of Signing:

_____ (MM/DD/YYYY)

Owner

- The Village Of Delta

Printed Name and Title:

Signature:

Date of Signing:

_____ (MM/DD/YYYY)

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by:

Printed Name and Title:

Date Received:

Signature:

Date of Signing:

_____ (MM/DD/YYYY)

Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)

This Agreement made between _____, hereinafter called the "Contractor", and the **Fulton County Land Reutilization Corporation, and the Village of Delta**, hereinafter called the "Owners".

WITNESSETH, that the Contractor and the Owners for the considerations stated herein mutually agree as follows:

Article 1: Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the Bunting Bearings Plant #3 Demolition, and required supplemental work for the project, all in strict accordance with the Contract Documents including all addenda thereto, as prepared by **Maumee Valley Planning Organization**, acting and in these Contract Documents, referred to as the "Engineer".

Article 2: The Contract Type

The Owners will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$_____ subject to additions and deductions as provided in Article 11 of the General Conditions. Funds in up to the amount of **\$3,000.00** will be paid by the **Village of Delta** from the **CDBG FLEX Grant – C-D-23-2NB-1**. The remaining balance, in addition to any approved additions, will be paid by the **Fulton County Land Reutilization Corporation**.

Article 3: Contract

The executed contract documents shall consist of the following:

1) Advertisement to Bidders	7) Signed Bid Proposal Form, with all attachments
2) Special Conditions to the Construction Contract	8) General Conditions to the Construction Contract
3) Addenda to the Contract Document	9) Contract Signatory Documents
4) Design Plans	10) Including This Agreement
5) Instructions to Bidders	11) Supplementary Conditions to the Construction Contract
6) Design Specifications	12) Appendix

This Agreement, together with other documents enumerated in this **Article 3**, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If any provision in any part of this Contract conflicts with any provision of any other part, the provision of the part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in original copies on the day and year first above written.

Contractor:

INSERT CONTRACTOR HERE

Printed Name and Title:

Signature:

Date of Signing:

_____ (MM/DD/YYYY)

Owner

The Fulton County Land Reutilization Corporation

Printed Name and Title:

Signature:

Date of Signing:

_____ (MM/DD/YYYY)

Owner

- The - SELECT A MUNICIPALITY -

Printed Name and Title:

Signature:

Date of Signing:

(MM/DD/YYYY)

ATTEST: Authorized by Resolution of the Board of County Commissioners, **- SELECT A COUNTY -**
County, Ohio dated ____ / ____ / ____ . X ____
Month Day Year **- SELECT CLERK -**, Clerk

ATTEST: Authorized by Resolution of the **- SELECT A MUNICIPALITY -** Council, **- Abbreviated Name -**,
Ohio dated ____ / ____ / ____ . X ____
Day Month Year _____, Clerk
Print Name

Approval of Form

By signing, you hereby certify that this **"AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)"** is approved as to form.

County Attorney:

Printed Name and Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Village Attorney:

Printed Name and Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Certifications from the Contractor

I, _____, certify that **(1)** I am the _____ of the

 Name Title
 corporation named as Contractor herein; that **(2)** _____, who signed this

 Name
 Agreement on behalf of the Contractor, was then _____ of said corporation;

 Title
 that **(3)** said Agreement was duly signed for and on behalf of said corporation by authority of its
 governing body and is within the scope of its corporate powers.

Signature: _____ **Date:** _____ / _____ / _____
Month Day Year

Time: _____

Instructions for Performance and Payment Bond(s)

Following the Form of Agreement, attach the approved form of the statutory surety bond(s) to insure the performance of the Contract and the payment of labor and materials.

In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

Federal ID#: _____

or

Social Security #: _____

Are you a minority-owned business? ☐ Yes ☐ No

Performance and Payment Bond Form

State of Ohio Standard Requirements for Public Facility Construction

(Form of Bond prescribed by Ohio Revised Code Section 153.57 - Not to be used as Bid Guaranty)

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

_____, as Principal, and

_____ as Sureties, are hereby held and firmly bound unto the -

SELECT A COUNTY - County Commissioners and the - **SELECT A MUNICIPALITY** - as obligee(s), in the penal sum of _____ **dollars**, administrators, successors, and assigns.

SIGNED AND SEALED this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the _____ day of _____, _____ enter into a Contract with the Obligee(s), which said Contract is made part of this Bond the same as though set forth herein and which is more fully described as:

Project Number: _____

Project Name: _____

Contract Description: _____

(e.g., General Trades, Plumbing, HVAC, Electrical)

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things

agreed by the Obligee(s) to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim as well as for the Obligee(s) 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 Sureties for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Plans and Specifications therefor shall in anywise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

Principal

Signature: _____
Title of Signee: _____
Printed Name of Signee: _____
Date of Signature: _____ MM/DD/YYYY

Surety

Signature: _____
Title of Signee: _____
Printed Name of Signee: _____
Date of Signature: _____ MM/DD/YYYY

Surety Address: _____ (address, city, state, zip)
Phone Number: _____
Email Address: _____

Surety Agent's Information

Work Address: _____ (address, city, state, zip)
Work Number: _____
Work Email: _____

Certification of Owner's Attorney

- SELECT A COUNTY - County

I, the undersigned, **- SELECT A COUNTY PROSECUTOR -**, the duly authorized and acting legal representative of **- SELECT A COUNTY - County**, do hereby certify as follows:

I have examined the attached Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature: _____

Printed Name of Signee: _____

Date of Signature: _____

MM/DD/YYYY

The Village of Delta

I, the undersigned, _____, the duly authorized and acting legal representative of **Village of Delta**, do hereby certify as follows:

I have examined the attached Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature: _____

Printed Name of Signee: _____

Date of Signature: _____

MM/DD/YYYY

Certificate of Owner's Financial Officer

- SELECT A COUNTY - County

The **- SELECT A COUNTY - County** Board of Commissioners was awarded **\$- INSERT GRANT AWARD AMOUNT HERE** - in CDBG funds from grant number - INSERT GRANT NUMBER HERE -. These funds were awarded for the **- SELECT A MUNICIPALITY -** to perform **- INSERT PROJECT NAME HERE -**.

I, **- SELECT A COUNTY AUDITOR -, - SELECT A COUNTY - County Auditor**, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of **- SELECT A COUNTY - County, Ohio**, or is in the process of collection to the credit of the appropriate funds, no. _____, in the sum of _____ free from prior encumbrance.

Signature:

Printed Name of Signee:

Date of Signature:

_____ MM/DD/YYYY

The Village of Delta

The **Village of Delta** was awarded **\$240,000** - in CDBG funds from grant number C-D-23-2NB-1. These funds were awarded for the **Village of Delta** to perform **the Bunting Bearings Plant #3 Demolition Project**.

I, _____, **Village of Delta** Fiscal Officer, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of the **Village of Delta, Ohio**, or is in the process of collection to the credit of the appropriate funds, no. _____, in the sum of _____ free from prior encumbrance.

Signature:

Printed Name of Signee:

Date of Signature:

_____ MM/DD/YYYY

Notice to Proceed

Date of Issuance:	Click or tap to enter a date.
Owner:	Fulton County Land Reutilization Corporation and the Village of Delta
Engineering Firm:	
Project:	Bunting Bearings Plant #3 Demolition
Grant Number:	C-D-23-2NB-1
Contractor:	
Contractor's Address:	
Effective Date of Contract:	

Dear Contractor,

You are hereby notified to commence WORK in accordance with the Agreement dated – INSERT EFFECTIVE DATE OF CONTRACT, and you are to complete the WORK by **May 30th, 2027**.

Owner– The Fulton County Land Reutilization Corporation

Printed Name and Title:

Signature:

Date of Signing: _____ (MM/DD/YYYY)

OWNER – The Village of Delta

Printed Name and Title:

Signature:

Date of Signing: _____ (MM/DD/YYYY)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Printed Name and Title:

Date Received:

Signature:

Date of Signing: _____ (MM/DD/YYYY)

Notice of Commencement for Public Improvement
Ohio Revised Code Section 1311.252

**Notice is hereby given by the undersigned public authority that construction will commence
for the following public improvement.**

1. The public improvement is identified as:

Name:
Location:
Project Number:

2. The public authority's name and address:

Name:
Address:

3. The name, address, and trade of all principal contractors:

- a. Name:
- b. Address:
- c. Trade:
- d. Contract Execution Date:
- e. Name:
- f. Address:
- g. Trade:
- h. Contract Execution Date:

4. The name and address of all sureties for all principal contractors:

- a. Surety Name:
- b. Surety Address:
- c. Principal Contractor:

- d. Surety Name:
- e. Surety Address:
- f. Principal Contractor:

**5. The name and address of the representative of the public authority upon whom service
shall be made for the purposes of serving an affidavit pursuant to section 1311.26 of the
Revised Code.**

Name:

Address:

Public Authority

By: _____

Title: _____

State of Ohio, County of - **SELECT A COUNTY -;**

Signed and sworn to before me this _____ day of _____, 20__.

Notary Public

Payment Applications

1. We ask that you please request payment for this project using the attached EJCDC FORM C-00 62 76, or something of a similar format.

Certified Payroll Forms

1. As mentioned in Section 5: General Contract Conditions, Article 3: Wage Rates,

[Contractor] shall also deliver to the Federal Davis-Bacon Wage Coordinator within three (3) weeks after each pay date, **a certified copy of his 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 the total for each week, hourly rate of pay, job classification, fringe payments and deductions from wages.

2. This standardized payroll form from the US Department Labor: Wage and Hour Division may be used for that purpose. Any payroll package that communicates the same information, including the certification page, is acceptable.
3. When submitting a payment application, the contractor must also furnish weekly certified payroll reports for all weeks that have passed at the job site.

Example: A contractor starts work at the project site in "Payroll Week 1", does not work at the site for "Payroll Week 2" or 3, and then finishes the job during "Payroll Week 4."

The contractor must furnish a certified payroll form for each payroll week – 4 forms total. For payroll weeks 2 and 3, they must indicate "No work performed" in the appropriate spaces.

Change Orders

1. Please use this form or one of a similar format to submit approved change orders for this project.
2. Please discuss change orders with the project owner prior to submitting them.

Certificate of Substantial Completion

To Owner:	GRANT AGREEMENT NO.:
Fulton County Land Reutilization Corporation & The Village of Delta	CONTRACT FOR:
401 E. Main Street, Delta OH 43515	INSERT PROJECT SCOPE
	@ PROJECT ADDRESS

Project:

INSERT NAME AND ADDRESS OF PROJECT

Contract Dated: Click or tap to enter a date.

Date of Issuance: Click or tap to enter a date.

Project of designated portion shall include:

The work performed under this contract has been reviewed and found, to the Engineer's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the work or designated portion thereof that is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use. The date of Substantial Completion of the Project is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

If applicable, a list of items to be completed or corrected is attached hereto. The failure to include any items on such a list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Engineer

Printed Name

Signature

Date

Contractor

Printed Name

Signature

Date

The Owner accepts the work or designated portion thereof as substantially complete and will assume full possession thereof as of _____.

Owner

Printed Name

Signature

Date

End of Certificate of Substantial Completion

Affidavit of Waiver of Liens

To be signed by the contractor(s) after all work is complete for the project.

STATE OF OHIO
COUNTY OF Fulton

To whom it may concern,

The undersigned, on behalf of _____, the contractor, having a contract dated _____ / _____ / _____ to perform and/or furnish labor, materials, appliances, tools, utilities, fuel or equipment as set forth in said contract, for the **Bunting Bearings Plant #3 Demolition Project**, hereby makes oath and says that all bills for labor, materials, fuel, or anything or purpose for which a lien or liens may or can be filled under the laws of the place in which this building or project is constructed, arising out of or in connection with the aforementioned trace, have been paid, that there are no claims of subcontractors, laborers or materialmen for which a lien of claims can be filed or claims made against the owner.

Contractor

Signed this _____ day of _____, _____, at _____ by
Day Month Year Time
_____, _____ for _____
Name Title Name of Firm
Signature: _____.

Notary Public

Subscribed and sworn to before me this
_____ day of _____, _____
Day Month Year
at _____.
Time
My commission expires on _____ / _____ / _____.
Day Month Year
Signature: _____.

Please Place Your Seal Here (if you have one):



Section 9: Appendix

- **Davis Bacon Wage Rates**
- **Bid Opening Sign-In Sheet**
- **Bid Opening Minutes**
- **Bid Tabulation**



"General Decision Number: OH20260001 07/30/2026

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Counties of
 Adams, Allen, Ashland, Ashtabula,
 Athens, Auglaize, Belmont, Brown,
 Butler, Carroll, Champaign, Clark,
 Clermont, Clinton, Columbiana,
 Coshocton, Crawford, Cuyahoga, Darke,
 Defiance, Delaware, Erie, Fairfield,
 Fayette, Franklin, Fulton, Gallia,
 Geauga, Greene, Guernsey, Hamilton,
 Hancock, Hardin, Harrison, Henry,
 Highland, Hocking, Holmes, Huron,
 Jackson, Jefferson, Knox, Lake,
 Lawrence, Licking, Logan, Lorain, Lucas,
 Madison, Mahoning, Marion, Medina,
 Meigs, Mercer, Miami, Monroe,
 Montgomery, Morgan, Morrow, Muskingum,
 Noble, Ottawa, Paulding, Perry,
 Pickaway, Pike, Portage, Preble, Putnam,
 Richland, Ross, Sandusky, Scioto,
 Seneca, Shelby, Stark, Summit, Trumbull,
 Tuscarawas, Union, Van Wert, Vinton,
 Warren, Washington, Wayne, Williams,
 Wood and Wyandot

Heavy Construction

Highway Construction

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	05/20/2026
3	06/25/2026
4	07/30/2026

BROH0001-001 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (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).....	\$ 33.39	20.06

BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 32.40	19.30

BROH0003-002 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (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)...\$ 33.39

20.06

BROH0005-003 06/01/2020

Rates

Fringes

BRICKLAYER: SWING SCAFFOLDS (CUYAHOGA, LORAIN &
MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL,
MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM,
LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF
MEDINA)).....\$ 37.14

17.13

BRICKLAYER: SEWER BRICKLAYERS & STACK BUILDERS
(CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER,
BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER,
HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER
TOWNSHIPS AND THE CITY OF MEDINA)).....\$ 36.64

17.13

BRICKLAYER: SANDBLASTERS (CUYAHOGA, LORAIN & MEDINA
(HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL,
MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM,
LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF
MEDINA)).....\$ 36.39

17.13

BRICKLAYER: BRICKLAYERS; CAULKERS; CLEANERS;
POINTERS; & STONEMASONS (CUYAHOGA, LORAIN & MEDINA
(HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL,
MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM,
LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF
MEDINA)).....\$ 36.64

17.13

BROH0006-005 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (CARROLL, COLUMBIANA (KNOX,
BUTLER, WEST & HANOVER TOWNSHIPS), STARK &
TUSCARAWAS).....\$ 33.39

20.06

BROH0007-002 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (LAWRENCE).....\$ 33.39

20.06

BROH0007-005 06/01/2023

Rates

Fringes

BRICKLAYER (PORTAGE & SUMMIT).....\$ 32.40

19.30

BROH0007-010 06/01/2024

Rates

Fringes

MASON - STONE (PORTAGE & SUMMIT).....\$ 33.39

20.06

BROH0008-001 06/01/2024

Rates

Fringes

BRICKLAYER (COLUMBIANA (SALEM, PERRY, FAIRFIELD,
CENTER, ELK RUN, MIDDLETON, & UNITY TOWNSHIPS AND
THE CITY OF NEW WATERFORD), MAHONING & TRUMBULL)....\$ 33.39

20.06

BROH0009-002 06/01/2016

Rates

Fringes

REFRACTORY (BELMONT & MONROE COUNTIES AND THE
TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE
OF DILLONVALE IN JEFFERSON COUNTY).....\$ 31.45

19.01

BROH0009-002 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (BELMONT & MONROE COUNTIES
AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE
VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....\$ 33.39

20.06

BROH0010-002 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (COLUMBIANA (ST. CLAIR,
MADISON, WAYNE, FRANKLIN, WASHINGTON, YELLOW CREEK
& LIVERPOOL TOWNSHIPS) & JEFFERSON (BRUSH CREEK &
SALINE TOWNSHIPS)).....\$ 33.39

20.06

BROH0014-002 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (HARRISON & JEFFERSON
(EXCEPT MT. PLEASANT, WARREN, BRUSH CREEK, SALINE &
SALINEVILLE TOWNSHIPS & THE VILLAGE OF DILLONVALE)).\$ 33.39

20.06

BROH0016-002 06/01/2023

Rates

Fringes

BRICKLAYER, STONEMASON (ASHTABULA, GEAUGA, AND LAKE
COUNTIES).....\$ 32.40

19.30

BROH0018-002 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (BROWN, BUTLER, CLERMONT,
HAMILTON, PREBLE (GASPER, DIXON, ISRAEL, LANIER,
SOMERS & GRATIS TOWNSHIPS) & WARREN COUNTIES:).\$ 33.39

20.06

BROH0022-004 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (CHAMPAIGN, CLARK, CLINTON,
DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY,
PREBLE (JACKSON, MONROE, HARRISON, TWIN, JEFFERSON
& WASHINGTON TOWNSHIPS) AND SHELBY COUNTIES).....\$ 33.39

20.06

BROH0032-001 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (GALLIA & MEIGS).....\$ 33.39

20.06

BROH0035-002 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (ALLEN, AUGLAIZE, MERCER AND
VAN WERT COUNTIES).....\$ 33.39

20.06

BROH0039-002 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (ADAMS & SCIOTO).....\$ 33.39 20.06

BROH0040-003 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE AND WYANDOT (EXCEPT CRAWFORD, RIDGE, RICHLAND & TYMOCHTEE TOWNSHIPS) COUNTIES) 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.....\$ 33.39

20.06

BROH0044-002 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (BEAVER, BUFFALO, SENECA & WAYNE TOWNSHIPS) & PERRY COUNTIES:.....\$ 33.39

20.06

BROH0045-002 06/01/2023

Rates

Fringes

BRICKLAYER, STONEMASON (FAYETTE, JACKSON, PIKE, ROSS AND VINTON COUNTIES).....\$ 35.39

17.47

BROH0046-002 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (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) 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.....\$ 33.39

20.06

BROH0052-001 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (ATHENS COUNTY).....\$ 33.39

20.06

BROH0052-003 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (NOBLE (BROOKFIELD, NOBLE, CENTER, SHARON, OLIVE, ENOCH, STOCK, JACKSON, JEFFERSON & ELK TOWNSHIPS) AND WASHINGTON COUNTIES).....\$ 33.39

20.06

BROH0055-003 06/01/2024

Rates

Fringes

BRICKLAYER, STONEMASON (DELAWARE, FRANKLIN, MADISON, PICKAWAY AND UNION COUNTIES).....\$ 33.39

20.06

CARP0002-024 05/01/2009

Rates

Fringes

DIVER (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT,
CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI,
MONTGOMERY, PREBLE, SHELBY & WARREN).....\$ 40.589.69

CARP0002-024 05/01/2025

Rates

Fringes

CARPENTER & PILEDRIVERMEN (BROWN, BUTLER,
CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE,
HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY
& WARREN).....\$ 35.9423.59

CARP0171-001 05/01/2025

Rates

Fringes

CARPENTER (MAHONING & TRUMBULL).....\$ 33.19

25.02

CARP0171-002 05/01/2025

Rates

Fringes

CARPENTER (BELMONT, COLUMBIANA, HARRISON, JEFFERSON
& MONROE).....\$ 32.5026.19

CARP0200-002 05/01/2009

Rates

Fringes

DIVER (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).....\$ 39.4110.40

CARP0200-002 05/01/2025

Rates

Fringes

PILEDRIVERMAN (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).....\$ 35.94

23.59

CARPENTER (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).....\$ 35.9423.59

CARP0285-001 05/01/2025

Rates

Fringes

CARPENTER (CARROLL, STARK, TUSCARAWAS AND WAYNE)....\$ 34.07

24.28

CARP0285-002 05/01/2025

Rates

Fringes

CARPENTER (COSHOCOTON, HOLMES, KNOX & MORROW).....\$ 33.38

24.69

CARP0285-008 05/01/2025

	Rates	Fringes
CARPENTER (MEDINA, PORTAGE & SUMMIT).....	\$ 37.18	25.07

CARP0351-005 05/01/2025		
	Rates	Fringes
CARPENTER (LUCAS & WOOD).....	\$ 35.44	27.56

CARP0351-006 05/01/2025		
	Rates	Fringes
CARPENTER (DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES).....	\$ 32.05	26.13

CARP0372-002 05/01/2025		
	Rates	Fringes
CARPENTER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT).....	\$ 31.80	26.33

CARP0435-005 05/01/2025		
	Rates	Fringes
CARPENTER (ASHTABULA, CUYAHOGA, GEAUGA & LAKE).....	\$ 38.57	24.64

CARP0735-001 05/01/2025		
	Rates	Fringes
CARPENTER (ASHLAND, HURON & RICHLAND).....	\$ 34.67	23.57

CARP0735-002 05/01/2025		
	Rates	Fringes
CARPENTER (LORAIN).....	\$ 38.42	24.01

CARP0735-004 05/01/2025		
	Rates	Fringes
CARPENTER (ERIE).....	\$ 36.71	24.14

CARP0744-001 05/01/2025		
	Rates	Fringes
CARPENTER (CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT).....	\$ 33.74	27.05

CARP1090-002 05/01/2025		
	Rates	Fringes
PILEDRIVERMEN & DIVER'S TENDER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT) DIVERS - \$250.00 PER DAY.....	\$ 35.94	28.39

CARP1090-003 05/01/2025		
	Rates	Fringes
PILEDRIVERMEN; DIVER, DRY (BELMONT, HARRISON, & MONROE).....	\$ 39.01	24.91
DIVER, WET (BELMONT, HARRISON, & MONROE).....	\$ 58.52	24.91

CARP1090-004 05/01/2025		
	Rates	Fringes
PILEDRIVERMEN; DIVER, DRY (CARROLL, STARK, TUSCARAWAS & WAYNE).....	\$ 33.21	25.40

DIVER, WET (CARROLL, STARK, TUSCARAWAS & WAYNE).....\$ 49.82	25.40

CARP1090-005 05/01/2025	
	Rates Fringes
PILEDRIVMEN; DIVER, DRY (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT).....\$ 36.34	27.50
DIVER, WET (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT).....\$ 54.51	27.50

CARP1090-006 05/01/2025	
	Rates Fringes
PILEDRIVMEN; DIVER, DRY (COSHOCOTON, HOLMES, KNOX & MORROW).....\$ 36.24	22.54
DIVER, WET (COSHOCOTON, HOLMES, KNOX & MORROW).....\$ 54.36	22.54

CARP1090-007 05/01/2025	
	Rates Fringes
PILEDRIVMEN; DIVER, DRY (MAHONING & TRUMBULL).....\$ 33.90	24.82
DIVER, WET (MAHONING & TRUMBULL).....\$ 50.85	24.82

CARP1090-008 05/01/2025	
	Rates Fringes
PILEDRIVMAN (COLUMBIANA & JEFFERSON).....\$ 39.01	24.91

CARP1090-009 05/01/2025	
	Rates Fringes
PILEDRIVMEN & DIVER'S TENDER (CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD) DIVERS - \$250.00 PER DAY.....\$ 37.98	28.63

ELEC0008-002 05/25/2020	
	Rates Fringes
CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....\$ 38.98	18.96

ELEC0008-002 05/27/2024	
	Rates Fringes
ELECTRICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....\$ 48.40	25.24

ELEC0032-003 06/01/2025	
	Rates Fringes
ELECTRICIAN (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RIDGELAND, RIDGE & SALEM TOWNSHIPS)).....\$ 39.17	23.60

ELEC0038-002 04/28/2025	
	Rates Fringes
ELECTRICIAN, EXCLUDING SOUND & COMMUNICATIONS WORK. 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.....\$ 46.63 24.92

ELEC0038-008 04/28/2025

Rates

Fringes

SOUND & COMMUNICATION TECHNICIAN: INSTALLER
 TECHNICIAN (CUYAHOGA, GEAUGA (BAINBRIDGE, CHESTER &
 RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP))
 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.....\$ 33.05 14.91

SOUND & COMMUNICATION TECHNICIAN: COMMUNICATIONS
 TECHNICIAN (CUYAHOGA, GEAUGA (BAINBRIDGE, CHESTER &
 RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP))
 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.....\$ 34.30 14.95

ELEC0064-003 11/30/2025

Rates

Fringes

ELECTRICIAN (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)).....\$ 41.49 21.81

ELEC0071-005 01/06/2025

Rates

Fringes

LINE CONSTRUCTION: LINEMEN/CABLE SPLICER:
 MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA,
 CUYAHOGA, GEAUGA, LAKE & LORAIN).....\$ 54.96 23.09

LINE CONSTRUCTION: LINEMEN/CABLE SPLICER:
 DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS
 (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....\$ 43.89 19.85

LINE CONSTRUCTION: GROUNDMAN: MUNICIPAL
 POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA,
 GEAUGA, LAKE & LORAIN).....\$ 38.47 18.64

LINE CONSTRUCTION: GROUNDMAN: DOT/TRAFFIC SIGNAL &
 HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA,
 GEAUGA, LAKE & LORAIN).....\$ 31.10 16.40

LINE CONSTRUCTION: EQUIPMENT OPERATOR: MUNICIPAL
 POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA,
 GEAUGA, LAKE & LORAIN).....\$ 49.46 21.60

LINE CONSTRUCTION: EQUIPMENT OPERATOR: DOT/TRAFFIC
 SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA,
 CUYAHOGA, GEAUGA, LAKE & LORAIN).....\$ 39.97 18.79

ELEC0071-010 01/06/2025

Rates

Fringes

LINE CONSTRUCTION: LINEMAN & CABLE SPLICERS
 (STATEWIDE).....\$ 46.02 19.04

LINE CONSTRUCTION: GROUNDMAN (STATEWIDE).....\$ 29.07 14.97

LINE CONSTRUCTION: EQUIPMENT OPERATOR (STATEWIDE)...\$ 40.44 17.71

ELEC0082-002 12/02/2024

Rates

Fringes

ELECTRICIAN (CLINTON, DARKE, GREENE, MIAMI,
MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK &
FRANKLIN TOWNSHIPS)).....\$ 38.0022.49

ELEC0082-006 11/25/2024

Rates

Fringes

SOUND & COMMUNICATION TECHNICIAN:
INSTALLER/TECHNICIAN (CLINTON, DARKE, GREENE,
MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR
CREEK & FRANKLIN TOWNSHIPS)).....\$ 27.70
SOUND & COMMUNICATION TECHNICIAN: CABLE PULLER
(CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE
& WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).\$ 13.85

15.71

5.30

ELEC0129-003 02/24/2025

Rates

Fringes

ELECTRICIAN (LORAIN (EXCEPT COLUMBIA TOWNSHIP) &
MEDINA (LITCHFIELD & LIVERPOOL TOWNSHIPS)).....\$ 42.9518.81

ELEC0129-004 02/24/2025

Rates

Fringes

ELECTRICIAN (ERIE & HURON (LYME, RIDGEFIELD,
NORWALK, TOWNSEND, WAKEMAN, SHERMAN, PERU, BRONSON,
HARTLAND, CLARKSFIELD, NORWICH, GREENFIELD,
FAIRFIELD, FITCHVILLE & NEW LONDON TOWNSHIPS)).....\$ 42.9518.81

ELEC0141-003 06/02/2024

Rates

Fringes

CABLE SPLICER (BELMONT COUNTY).....\$ 42.94

27.74

ELEC0141-003 06/02/2025

Rates

Fringes

ELECTRICIAN (BELMONT COUNTY).....\$ 39.25

31.23

ELEC0212-003 11/26/2018

Rates

Fringes

SOUND & COMMUNICATION TECHNICIAN (BROWN, CLERMONT &
HAMILTON).....\$ 24.3510.99

ELEC0212-005 06/02/2025

Rates

Fringes

ELECTRICIAN (BROWN, CLERMONT, AND HAMILTON
COUNTIES).....\$ 38.0522.97

ELEC0245-001 08/26/2024

Rates

Fringes

LINE CONSTRUCTION: LINEMAN (ALLEN, HARDIN, VAN WERT
& WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN,
RICHLAND, RIDGE & SALEM TOWNSHIPS)) FOOTNOTE: A.
HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE
WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....\$ 47.07
LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (ALLEN,
HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON,

21.03

MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)): FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....\$ 20.59 13.62

LINE CONSTRUCTION: EQUIPMENT OPERATOR (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)) FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....\$ 32.95 17.08

ELEC0245-003 01/01/2025

Rates

Fringes

LINE CONSTRUCTION: TRAFFIC SIGNAL & LIGHTING TECHNICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) 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.....\$ 42.18 19.91

LINE CONSTRUCTION: OPERATOR - CLASS 2 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) 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.....\$ 32.81 17.29

LINE CONSTRUCTION: OPERATOR - CLASS 1 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) 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.....\$ 37.50 18.60

LINE CONSTRUCTION: LINEMAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) 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.....\$ 46.87 21.22

LINE CONSTRUCTION: HELI-ARC WELDING (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) 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.....\$ 47.17 21.31

LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS,

OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA,
 WILLIAMS, AND WOOD COUNTIES) 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.....\$ 20.51 13.84
 LINE CONSTRUCTION: CABLE SPLICER (DEFIANCE, FULTON,
 HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING,
 PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD
 COUNTIES) : 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.....\$ 53.90 23.19

ELEC0245-004 01/01/2025

Rates

Fringes

LINE CONSTRUCTION: OPERATOR - CLASS 2 (ERIE COUNTY)
 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.....\$ 32.81 17.29
 LINE CONSTRUCTION: OPERATOR - CLASS 1 (ERIE COUNTY)
 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.....\$ 37.50 18.60
 LINE CONSTRUCTION: LINEMAN (ERIE COUNTY)
 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.....\$ 46.87 21.22
 LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (ERIE
 COUNTY) 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.....\$ 20.51 13.84
 LINE CONSTRUCTION: CABLE SPLICER (ERIE COUNTY)
 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.....\$ 53.90 23.19

ELEC0246-001 10/28/2024

Rates

Fringes

ELECTRICIAN (CARROLL, COLUMBIANA, HARRISON AND
 JEFFERSON COUNTIES IN OHIO; BROOKE AND HANCOCK
 COUNTIES IN WEST VIRGINIA.) FOOTNOTE: A. 1 1/2
 PAID HOLIDAYS: THE LAST SCHEDULED WORKDAY PRIOR TO

CHRISTMAS & 4 HOURS ON GOOD FRIDAY.....\$ 44.00 37.68

ELEC0306-005 05/27/2024

Rates

Fringes

ELECTRICIAN (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)).....\$ 42.55
CABLE SPLICER (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)).....\$ 46.81

20.95

20.95

ELEC0317-002 06/01/2009

Rates

Fringes

CABLE SPLICER (GALLIA & LAWRENCE).....\$ 32.68

18.13

ELEC0317-002 06/02/2025

Rates

Fringes

ELECTRICIAN (GALLIA & LAWRENCE).....\$ 41.15

29.35

ELEC0540-005 06/30/2025

Rates

Fringes

ELECTRICIAN (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).....\$ 39.86

29.19

ELEC0573-003 06/01/2025

Rates

Fringes

ELECTRICIAN (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)).....\$ 42.20

23.37

ELEC0575-001 05/29/2023

Rates

Fringes

ELECTRICIAN (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)).....\$ 37.00 22.26

ELEC0648-001 03/05/2018

Rates

Fringes

CABLE SPLICER (BUTLER AND WARREN COUNTIES
 (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE
 CREEK, UNION & WASHINGTON TOWNSHIPS)).....\$ 30.50 18.23

ELEC0648-001 09/01/2025

Rates

Fringes

ELECTRICIAN (BUTLER AND WARREN COUNTIES (DEERFIELD,
 HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK,
 UNION & WASHINGTON TOWNSHIPS)).....\$ 38.00 24.16

ELEC0673-004 02/01/2020

Rates

Fringes

CABLE SPLICER (ASHTABULA (EXCLUDING ORWELL,
 COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR
 TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON,
 HAMBDEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY &
 THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....\$ 33.81 21.47

ELEC0673-004 05/26/2025

Rates

Fringes

ELECTRICIAN (ASHTABULA (EXCLUDING ORWELL,
 COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR
 TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON,
 HAMBDEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY &
 THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....\$ 41.17 24.58

ELEC0683-002 06/02/2025

Rates

Fringes

ELECTRICIAN (CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD,
 FRANKLIN, MADISON, PICKAWAY (CIRCLEVILLE, DARBY,
 HARRISON, JACKSON, MADISON, MONROE, MUHLENBERG,
 SCIOTO, WALNUT & WASHINGTON TOWNSHIPS), AND UNION
 COUNTIES).....\$ 43.00 26.37
 CABLE SPLICER (CHAMPAIGN, CLARK, DELAWARE,
 FAIRFIELD, FRANKLIN, MADISON, PICKAWAY
 (CIRCLEVILLE, DARBY, HARRISON, JACKSON, MADISON,
 MONROE, MUHLENBERG, SCIOTO, WALNUT & WASHINGTON
 TOWNSHIPS), AND UNION COUNTIES).....\$ 44.00 26.40

ELEC0688-003 05/30/2022

Rates

Fringes

ELECTRICIAN (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).....\$ 32.30 21.83

ELEC0972-002 06/01/2024

Rates

Fringes

ELECTRICIAN (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNTIES).....	\$ 40.00	33.32
CABLE SPLICER (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNTIES)...	\$ 40.25	33.33

ELEC1105-001 05/27/2024

Rates

Fringes

ELECTRICIAN (COSHOCOTON, 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).....	\$ 39.60	24.41
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ENGI0018-003 05/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR GROUP 7 BOOM FROM 180 AND OVER. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....	\$ 46.63	16.41
POWER EQUIPMENT OPERATOR GROUP 6 MASTER MECHANIC & BOOM FROM 150 TO 180. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....	\$ 46.63	16.41
POWER EQUIPMENT OPERATOR 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. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).	\$ 37.98	16.41
POWER EQUIPMENT OPERATOR 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 MASONARY; 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. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....	\$ 43.27	16.41
POWER EQUIPMENT OPERATOR GROUP 3 A-FRAME; AIR COMPRESSOR ON TUNNEL WORK (LOW PRESSURE); ASPHALT PLANT ENGINEER (PORTAGE AND SUMMIT COUNTIES ONLY); BOBCAT-TYPE AND/OR SKID STEER LOADER WITH OR WITHOUT ATTACHMENTS; HIGHWAY DRILLS (ALL TYPES); LOCOMOTIVE (NARROW GAUGE); MATERIAL HOIST/ELEVATOR; MIXER, CONCRETE (MORE THAN ONE BAG CAPACITY);		

MIXER, ONE BAG CAPACITY (SIDE LOADER); POWER BOILER (OVER 15 LBS. PRESSURE) PUMP OPERATOR INSTALLING & OPERATING WELL POINTS; PUMP (4" & OVER DISCHARGE); ROLLER, ASPHALT; ROTOVATOR (LIME SOIL STABILIZER); SWITCH & TIE TAMPERS (WITHOUT LIFTING & ALIGNING DEVICE); UTILITY OPERATOR (SMALL EQUIPMENT); WELDING MACHINES; AND RAILROAD TIE INSERTER/REMOVER; ARTICULATING/STRAIGHT BED END DUMPS IF ASSIGNED (MINUS \$4.00 PER HOUR. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 44.49 16.41

POWER EQUIPMENT OPERATOR 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). (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 45.53 16.41

POWER EQUIPMENT OPERATOR 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). (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 45.63 16.41

POWER EQUIPMENT OPERATOR GROUP 7 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, 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, PA.....\$ 45.14	16.41
POWER EQUIPMENT OPERATOR GROUP 6 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, 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, PA.....\$ 45.14	16.41
POWER EQUIPMENT OPERATOR GROUP 5 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, 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, PA.....\$ 36.34	16.41
POWER EQUIPMENT OPERATOR GROUP 4 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, 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, PA.....\$ 41.80	16.41
POWER EQUIPMENT OPERATOR GROUP 3 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, 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, PA.....\$ 42.98	16.41
POWER EQUIPMENT OPERATOR GROUP 2 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCKTON, 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, PA.....	\$ 44.02	16.41
POWER EQUIPMENT OPERATOR GROUP 1 (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, PA.....		
	\$ 44.14	16.41

ENGI0066-023 06/01/2023

Rates

Fringes

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - C & D - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 28.53	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 4 - C & D - 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 MANIUPULATOR 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. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 31.65	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 3 - C & D - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR 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(COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 35.27	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - C & D - 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; VULLDOZER; C.M.I. ROAD BUILDER &
 SIMILAR TYPE; CABLE PLACER & LATYER;
 CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP;
 CHICAGO BOOM; COMPACTOR WITH BLAD 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 BOO; 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; HYRAULIC 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) (COLUMBIANA,
 MAHONING & TRUMBULL COUNTIES).....\$ 40.61 24.30
 POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE
 PROJECTS GROUP 1 - C & D - RIG, PILE DRIVER OR
 CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED.
 (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 40.91 24.30
 POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC
 WASTE PROJECTS GROUP 5 - A & B - BRAKEPERSON;
 FIREPERSON; & OILER. (COLUMBIANA, MAHONING &
 TRUMBULL COUNTIES).....\$ 31.13 24.30
 POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC
 WASTE PROJECTS GROUP 4 - A & B - 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 MANIUPLATOR CRANE; JACK-HYDRAULIC POWER
 DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR
 MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE;
 PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD
 FINISHING MAHINC (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. (COLUMBIANA, MAHONING & TRUMBULL
 COUNTIES).....\$ 34.52 24.30
 POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC
 WASTE PROJECTS GROUP 3 - A & B - ASPHALT PLANT;
 BENDING MACHINE (PIPELINE OR 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(COLUMBIANA, MAHONING
 & TRUMBULL COUNTIES).....\$ 38.47 24.30
 POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC
 WASTE PROJECTS GROUP 2 - A & B - 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; VULLDOZER; C.M.I. ROAD BUILDER &
 SIMILAR TYPE; CABLE PLACER & LATYER;
 CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP;
 CHICAGO BOOM; COMPACTOR WITH BLAD 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 BOO; 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; HYRAULIC 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) (COLUMBIANA,
 MAHONING & TRUMBULL COUNTIES).....\$ 44.30 24.30
 POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC
 WASTE PROJECTS GROUP 1 - A & B- RIG, PILE DRIVER
 OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT

ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 44.63	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 5 - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....		
	\$ 25.94	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK 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 MANIUPLATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (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. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....		
	\$ 28.77	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 3 - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR 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. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....		
	\$ 32.06	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK 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; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD 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 BOO; 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; HYRAULIC 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) (COLUMBIANA,
 MAHONING & TRUMBULL COUNTIES).....\$ 36.92 24.30
 POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 1-
 RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE
 HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING &
 TRUMBULL COUNTIES).....\$ 37.19 24.30

IRON0017-002 05/01/2024

Rates

Fringes

IRONWORKER: ORNAMENTAL, REINFORCING, & STRUCTURAL
 (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).....\$ 36.83 29.01

IRON0017-010 05/01/2024

Rates

Fringes

IRONWORKER: STRUCTURAL, INCLUDING METAL BUILDING
 ERECTION & REINFORCING (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)).....\$ 36.83 29.01

IRON0044-001 06/01/2025

Rates

Fringes

IRONWORKER, REINFORCING (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).....\$ 38.27 23.90

IRON0044-002 06/01/2025

Rates

Fringes

IRONWORKER: ORNAMENTAL; STRUCTURAL (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)).....\$ 37.77 23.90

IRONWORKER: FENCE ERECTOR (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)).....\$ 35.88 23.90

IRON0055-003 07/01/2024

Rates

Fringes

IRONWORKER: FENCE ERECTOR (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.....\$ 29.77 21.30

IRONWORKER: ALL OTHER WORK (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.....\$ 29.77 21.30

IRONWORKER: FLAT ROAD MESH (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.....\$ 26.40 24.62

IRONWORKER: TUNNES & CAISSONS UNDER PRESSURE (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.....\$ 35.50 29.20

IRON0147-002 06/01/2025

Rates

Fringes

IRONWORKER (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).....\$ 38.00

26.39

IRON0172-002 06/01/2025

Rates

Fringes

IRONWORKER (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.....\$ 40.87

23.15

IRON0207-004 06/01/2025

Rates

Fringes

IRONWORKER: ORNAMENTAL; REINFORCING; STRUCTURAL (ASHTABULA (SOUTHERN PART STARTING AT THE GEAUGA COUNTY LINE), COLUMBIANA (E. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), MAHONING (N. OF OLD ROUTE #224), PORTAGE (E. OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD) & TRUMBULL).....\$ 36.26
IRONWORKER: LAYOUT; SHEETER (ASHTABULA (SOUTHERN PART STARTING AT THE GEAUGA COUNTY LINE), COLUMBIANA (E. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), MAHONING (N. OF OLD ROUTE #224), PORTAGE (E. OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD) & TRUMBULL).....\$ 37.26

28.16

28.16

IRON0290-002 06/01/2025

Rates

Fringes

IRONWORKER (ALLEN (SOUTHERN HALF), AUGLAIZE, BUTLER (NORTH OF A LINE DRAWN FROM EAST TO THE WEST COUNTY LINE GOING THROUGH OXFORD, DARRTOWN & WOODSDALE), CHAMPAIGN (EXCLUDING EAST OF A LINE DRAWN FROM CATAWLA TO THE POINT WHERE #68 INTERSECTS THE NORTHERN COUNTY LINE), CLARK (WESTERN TWO-THIRDS), CLINTON (EXCLUDING SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), DARKE, GREENE, HIGHLAND (INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG & FROM THE NORTHERN COUNTY LINE THROUGH EA.....\$ 37.39

25.35

IRON0549-003 12/01/2022

Rates

Fringes

IRONWORKER (BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (EXCLUDING PORTION WEST OF A LINE STARTING AT ADAMS MILL GOING TO ADAMSVILLE AND GOING FROM ADAMSVILLE THROUGH BLUE ROCK TO THE SOUTH BORDER)).....\$ 35.19 25.66

IRON0550-004 05/01/2024

Rates

Fringes

IRONWORKERS: STRUCTURAL, ORNAMENTAL AND REINFORCING (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).....\$ 34.70 22.88

IRON0769-004 06/01/2025

Rates

Fringes

IRONWORKER (ADAMS (EASTERN HALF), GALLIA, JACKSON (SOUTHERN HALF), LAWRENCE & SCIOTO).....\$ 39.70 29.59

IRON0787-003 06/01/2025

Rates

Fringes

IRONWORKER (ATHENS, MEIGS, MORGAN, NOBLE, AND WASHINGTON COUNTIES).....\$ 36.10 24.65

LAB00265-008 05/01/2024

Rates

Fringes

LABORER 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. (REMAINING COUNTIES OF OHIO) ..\$ 36.47 14.45

LABORER 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. (CUYAHOGA, GEAUGA & LAKE COUNTIES).....\$ 38.13 14.45

LABORER 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. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES)..
LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER & CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER. TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID ..\$ 36.90 14.45

THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS
 SIGNALING. (REMAINING COUNTIES OF OHIO)\$ 36.02 14.45
 LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON;
 TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY
 PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A);
 CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH
 AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER &
 CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER;
 WATERLINE; AND CAULKER. 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. (CUYAHOGA, GEAUGA & LAKE COUNTIES)\$ 37.68 14.45
 LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON;
 TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY
 PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A);
 CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH
 AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER &
 CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER;
 WATERLINE; AND CAULKER. 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. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS,
 MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK,
 SUMMIT, TRUMBULL & WOOD COUNTIES).....\$ 36.45 14.45
 LABORER 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). 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. (REMAINING COUNTIES OF OHIO)..\$ 35.69 14.45
 LABORER 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). 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. (CUYAHOGA, GEAUGA & LAKE
COUNTIES).....\$ 37.35 14.45

LABORER 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). 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. (ASHTABULA, ERIE, HURON,
LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE,
SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES)..\$ 36.12 14.45

LABORER 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. 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. (REMAINING COUNTIES OF OHIO).....\$ 35.52 14.45

LABORER 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. 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. (CUYAHOGA, GEAUGA & LAKE COUNTIES).....\$ 37.18 14.45

LABORER 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. 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. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES).....	\$ 35.95	14.45
LABORER: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION. (CUYAHOGA AND GEAUGA COUNTIES ONLY).....	\$ 38.56	14.45

PAIN0006-002 05/01/2023

	Rates	Fringes
PAINTER COMMERCIAL REPAINT GROUP 3- SPRAY PAINTING..	\$ 29.95	18.95
PAINTER COMMERCIAL REPAINT GROUP 2- SANDBLASTING & BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 29.65	18.95
PAINTER COMMERCIAL REPAINT GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 29.25	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 4- BRIDGE BLASTER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE))	\$ 37.01	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 3- SPRAY PAINTING; CLOSED STEEL ABOVE 55 FEET; BRIDGES & OPEN STRUCTURAL STEEL; TANKS - WATER TOWERS; BRIDGE PAINTERS; BRIDGE RIGGERS; CONTAINMENT BUILDERS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 31.45	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 2- SANDBLASTING & BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 31.15	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 30.75	18.95

PAIN0007-002 07/01/2025

	Rates	Fringes
PAINTER: NEW COMMERCIAL WORK: GROUP 9- EPOXY SPRAY (EXCLUDING WATER BASED) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 8- TOWERS; TANKS; BRIDGES; STACKS OVER 30 FEET (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO,		

CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 7- SPRAY SOLVENT BASED MATERIAL; SAND & ABRASIVE BLASTING (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 6- SOLVENT-BASED CATALIZED EPOXY MATERIALS OF 2 OR MORE COMPONENT MATERIALS, TO INCLUDE SOLVENT-BASED CONVERSION VARNISH (EXCLUDING WATER BASED) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 5- ALL METHODS OF SPRAY (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 4- LEAD ABATEMENT (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 3- SWING STAGE & CHAIR (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: 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) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER NEW COMMERCIAL WORK GROUP 1- BRUSH; SPRAY & SANDBLASTING POT TENDER. REPAINT IS 90% OF GROUP RATE.....	\$ 33.66	23.88

PAIN0012-008 05/01/2019

Rates

Fringes

PAINTER: GROUP 5- ELEVATED TANKS; STEEPLEJACK WORK; BRIDGE; & LEAD ABATEMENT (BUTLER COUNTY).....	\$ 26.30	10.20
PAINTER: GROUP 4- SANDBLASTING; & WATERBLASTING (BUTLER COUNTY).....	\$ 26.05	10.20
PAINTER: GROUP 3- SPRAY (BUTLER COUNTY).....	\$ 25.80	10.20
PAINTER: GROUP 2- BRUSH & ROLLER (BUTLER COUNTY)....	\$ 25.30	10.20
PAINTER: GROUP 1- BRIDGE EQUIPMENT TENDER; BRIDGE/CONTAINMENT BUILDER (BUTLER COUNTY).....	\$ 21.95	10.20

PAIN0012-010 05/01/2019

Rates

Fringes

PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING SPRAY (BROWN, CLERMONT, HAMILTON & WARREN).....	\$ 25.80	10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING SANDBLASTING & HOPPER TENDER; WATER BLASTING (BROWN, CLERMONT, HAMILTON & WARREN).....	\$ 26.05	10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRUSH & ROLLER (BROWN, CLERMONT, HAMILTON & WARREN).....	\$ 25.30	10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRIDGES WHEN HIGHEST POINT OF CLEARANCE IS 60 FEET OR MORE; & LEAD ABATEMENT PROJECTS (BROWN, CLERMONT, HAMILTON & WARREN).....	\$ 26.30	10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRIDGE EQUIPMENT TENDER AND CONTAINMENT BUILDER (BROWN, CLERMONT, HAMILTON & WARREN).....	\$ 21.95	10.20

PAIN0093-001 12/01/2024

Rates

Fringes

PAINTER: POWER GENERATING FACILITIES (ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE AND WASHINGTON COUNTIES).....	\$ 33.29	24.46
PAINTER: BRIDGES; LOCKS; DAMS; TENSION TOWERS; & ENERGIZED SUBSTATIONS (ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE AND WASHINGTON COUNTIES).....	\$ 36.44	24.46

PAIN0249-002 05/01/2025

Rates

Fringes

PAINTER: GROUP 8: BRIDGE BLASTER, RIGGER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)...	\$ 40.86	13.97
PAINTER: GROUP 7: TANKS, STACKS & TOWERS (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)...	\$ 33.86	13.97
PAINTER: GROUP 6: BRIDGE EQUIPMENT TENDER & OR CONTAINMENT BUILDER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 37.86	13.97
PAINTER: GROUP 5: COAL TAR (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 30.65	13.97
PAINTER: GROUP 4: STEEPLEJACK WORK (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 30.10	13.97
PAINTER: GROUP 3: SPRAY; SANDBLAST; STEAMCLEAN; LEAD ABATEMENT (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 29.90	13.97
PAINTER: GROUP 2: SWING, SCAFFOLD BRIDGES; STRUCTURAL STEEL; OPEN ACID TANK; HIGH TENSION ELECTRICAL EQUIPMENT; & HOT PIPES (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 33.09	13.97
PAINTER: GROUP 1: BRUSH & ROLLER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 29.15	13.97

PAIN0356-002 09/01/2009

Rates

Fringes

PAINTER: TANKS; STACKS; AND TOWERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 28.63	7.25
PAINTER: STRUCTURAL STEEL AND SWING STAGE (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 25.42	7.25
PAINTER: SPRAY (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 21.40	7.25
PAINTER: SANDBLASTING; STEAM CLEANING;		

WATERBLASTING; AND HAZARDOUS WORK (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 25.82	7.25
PAINTER: BRUSH AND ROLLER (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 20.93	7.25
PAINTER: BRIDGES; BLASTERS; AND RIGGERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 34.60	7.25
PAINTER: BRIDGE EQUIPMENT TENDERS AND CONTAINMENT BUILDERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....	\$ 27.93	7.25

PAIN0438-002 12/01/2023

Rates

Fringes

PAINTER: POWER GENERATING FACILITIES (BELMONT, HARRISON AND JEFFERSON COUNTIES).....	\$ 32.94	19.49
PAINTER: BRIDGES, LOCKS, DAMS, TENSION TOWERS & ENERGIZED SUBSTATIONS (BELMONT, HARRISON AND JEFFERSON COUNTIES).....	\$ 36.09	19.49

PAIN0476-001 06/01/2025

Rates

Fringes

PAINTER: GROUP 7- TOWERS; STACKS (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 32.64	18.36
PAINTER: GROUP 6- TANKS; SANDBLASTING (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 35.27	18.36
PAINTER: GROUP 5- EPOXY/MASTIC; SPRAY- BAR JOIST/DECK; WORKING ABOVE 50 FEET; AND SWINGSTAGES (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 31.29	18.36
PAINTER: GROUP 4- SPRAY, EXCEPT BAR JOIST/DECK (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 31.14	18.36
PAINTER: GROUP 3- STRUCTURAL STEEL (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 40.27	18.36
PAINTER: GROUP 2- BRIDGES (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 40.27	18.36
PAINTER: GROUP 1- PAINTERS, BRUSH & ROLLER (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 30.64	18.36

PAIN0555-002 01/01/2025

Rates

Fringes

PAINTER: GROUP 4- STACKS; BRIDGES (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....	\$ 40.03	21.54
PAINTER: 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 (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....	\$ 36.72	21.54
PAINTER: GROUP 2- BRUSH; ROLLER; POWER TOOLS, UNDER 40 FEET (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO)...	\$ 35.02	21.54
PAINTER: GROUP 1- CONTAINMENT BUILDER (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....	\$ 33.32	21.54

PAIN0639-001 05/01/2011

Rates

Fringes

SIGN PAINTER & ERECTOR 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.....\$ 20.61 3.50

PAIN0788-002 06/01/2024

Rates

Fringes

PAINTER: STRUCTURAL STEEL (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) 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.....\$ 30.73 17.52

PAINTER: BRUSH & ROLLER (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) 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.....\$ 29.13 17.52

PAIN0813-005 12/01/2008

Rates

Fringes

PAINTER: BRIDGES, LOCKS, DAMS & TENSION TOWERS
(GALLIA, LAWRENCE, MEIGS & VINTON).....\$ 27.83 10.00
PAINTER: BASE RATE (GALLIA, LAWRENCE, MEIGS &
VINTON).....\$ 24.83 10.00

PAIN0841-001 07/01/2025

Rates

Fringes

PAINTERS: GROUP 7- SYNTHETIC EXTERIOR, DRYWALL
FINISHER AND/OR TAPER, DRYWALL FINISHER AND
FOLLOW-UP MAN USING AUTOMATIC TOOLS (MEDINA,
PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND
SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE)

COUNTIES).....	\$ 33.18	18.15
PAINTERS: GROUP 6- PUBLIC & COMMERCE TRANSPORTATION, STEEL OR GALVANIZED, BRIDGES, TUNNELS & RELATED SUPPORT ITEMS (CONCRETE) (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 38.60	18.15
PAINTERS: GROUP 5- SANDBLAST, PAINTING OF STANDPIPES, ETC. FROM SCAFFOLDS, BRIDGE WORK AND/OR OPEN STRUCTURAL STEEL, STANDPIPES AND/OR WATER TOWERS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 33.18	18.15
PAINTERS: GROUP 4- SPRAY GUN OPERATOR OF ANY & ALL COATINGS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 32.78	18.15
PAINTERS: GROUP 3- SWING SCAFFOLD, BOSUM CHAIR, & WINDOW JACK (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 32.68	18.15
PAINTERS: GROUP 2- EPOXY APPLICATION (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 32.58	18.15
PAINTERS: GROUP 1- BRUSH, ROLLER & PAPERHANGER (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....	\$ 31.93	18.15

PAIN0841-002 07/01/2025

Rates

Fringes

PAINTER: SPRAY; TANK INTERIOR & EXTERIOR (CARROLL, COSHOCKTON, HOLMES, STARK, TUSCARAWAS & WAYNE).....	\$ 32.78	18.15
PAINTER: BRUSH & ROLLER (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE).....	\$ 31.93	18.15
PAINTER: BRIDGES; TOWERS, POLES & STACKS; SANDBLASTING STEEL; STRUCTURAL STEEL & METALIZING (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE).....	\$ 33.18	18.15

PAIN1020-002 07/01/2025

Rates

Fringes

PAINTER: WALLCOVERINGS (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) 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.....	\$ 28.34	18.54
PAINTER: SWING STAGE, CHAIR, SPIDERS, & CHERRY PICKERS (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) 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.....	\$ 27.84	18.54
PAINTER: SPRAY, SANDBLASTING PRESSURE CLEANING, & REFINERY (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) 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.....	\$ 28.34	18.54
PAINTER: LEAD ABATEMENT (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) 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.....		
	\$ 29.34	18.54
PAINTER: DRYWALL FINISHING & TAPING (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES): LL 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.....		
	\$ 28.34	18.54
PAINTER: BRUSH & ROLLER (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) 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.....		
	\$ 27.59	18.54

PAIN1275-002 05/01/2025

Rates

Fringes

PAINTER: STRUCTURAL STEEL & SWING STAGE (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 30.50	15.16
PAINTER: STACKS; TANKS; & TOWERS (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 34.46	15.16
PAINTER: SPRAY (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 32.15	15.16
PAINTER: SANDBLASTING; STEAMCLEANING; WATERBLASTING (3500 PSI OR OVER)& HAZARDOUS WORK (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 32.35	15.16
PAINTER: BRUSH; ROLLER (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 30.20	15.16
PAINTER: BRIDGES (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 37.26	15.16

PLAS0109-001 06/01/2025

Rates

Fringes

PLASTERER (MEDINA, PORTAGE, STARK, AND SUMMIT COUNTIES).....	\$ 33.00	23.83
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PLAS0109-003 06/01/2025

Rates

Fringes

PLASTERER (CARROLL, HOLMES, TUSCARAWAS, AND WAYNE COUNTIES).....	\$ 33.00	23.83
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PLAS0132-002 07/01/2025

Rates

Fringes

PLASTERER (BROWN, BUTLER, CLERMONT, HAMILTON,

HIGHLAND, WARREN COUNTIES).....	\$ 31.35	17.65

PLAS0404-002 05/01/2018		
	Rates	Fringes
PLASTERER (ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES).....	\$ 29.63	17.11

PLAS0404-003 05/01/2018		
	Rates	Fringes
PLASTERER (LORAIN COUNTY).....	\$ 28.86	17.11

PLAS0526-022 05/01/2018		
	Rates	Fringes
PLASTERER (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 28.86	17.11

PLAS0526-023 05/01/2018		
	Rates	Fringes
PLASTERER (BELMONT, HARRISON, AND JEFFERSON COUNTIES).....	\$ 28.21	17.11

PLAS0886-001 07/01/2025		
	Rates	Fringes
PLASTERER (FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, AND WOOD COUNTIES).....	\$ 36.65	25.60

PLAS0886-003 07/01/2025		
	Rates	Fringes
PLASTERER (DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, AND SENECA).....	\$ 36.65	25.60

PLAS0886-004 07/01/2025		
	Rates	Fringes
PLASTERER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, AND VAN WERT).....	\$ 35.29	23.07

PLUM0042-002 07/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT).....	\$ 43.02	26.45

PLUM0050-002 06/30/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....	\$ 51.00	32.56

PLUM0055-003 05/05/2025		
	Rates	Fringes
PLUMBER (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)).....	\$ 44.86	30.03

PLUM0083-001 07/01/2023		
	Rates	Fringes
PLUMBER AND STEAMFITTER (BELMONT & MONROE (NORTH OF RTE. #78)).....	\$ 35.94	37.35

PLUM0094-002 05/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (CARROLL (NORTHERN HALF), STARK, AND WAYNE COUNTIES).....	\$ 47.48	27.14

PLUM0120-002 05/01/2025		
	Rates	Fringes
PIPEFITTER (ASHTABULA, CUYAHOGA, GEauga, LAKE, LORAIN (THE C.E.I. POWER HOUSE IN AVON LAKE), MEDINA (N. OF RTE. #18) & SUMMIT (N. OF #303)).....	\$ 49.17	28.55

PLUM0162-002 06/01/2024		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 43.05	27.18

PLUM0168-002 06/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (MEIGS, MONROE (SOUTH OF RTE. #78), MORGAN (SOUTH OF RTE. #78) & WASHINGTON).....	\$ 40.92	37.20

PLUM0189-002 06/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION).....	\$ 53.00	27.59

PLUM0219-002 06/01/2025		
	Rates	Fringes
PLUMBER AND STEAMFITTER (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).....	\$ 46.87	28.39

PLUM0392-002 06/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (BROWN, BUTLER, CLERMONT, HAMILTON & WARREN).....	\$ 43.30	27.40

PLUM0396-001 06/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (COLUMBIANA (EXCLUDING WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TWP. - SECS. 35 & 36 - WEST OF COUNTY ROAD #427), MAHONING AND TRUMBULL COUNTIES).....	\$ 40.55	29.25

PLUM0495-002 06/01/2025

Rates

Fringes

PLUMBER, PIPEFITTER, STEAMFITTER (CARROLL (ROSE,
MONROE, UNION, LEE, ORANGE, PERRY & LOUDON
TOWNSHIPS), COLUMBIANA (WASHINGTON & YELLOW CREEK
TOWNSHIPS & LIVERPOOL TOWNSHIP, SECS. 35 & 36, WEST
OF COUNTY RD. #427), COSHOCTON, GUERNSEY, HARRISON,
HOLMES, JEFFERSON, MORGAN (SOUTH TO STATE RTE. #78
& FROM MCCONNELSVILLE WEST ON STATE RTE. #37 TO THE
PERRY COUNTY LINE), MUSKINGUM, NOBLE, AND
TUSCARAWAS COUNTIES).....\$ 39.32

37.60

PLUM0577-002 06/01/2025

Rates

Fringes

PLUMBER, PIPEFITTER, STEAMFITTER (ADAMS, ATHENS,
GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO &
VINTON).....\$ 42.65

28.56

PLUM0776-002 07/01/2025

Rates

Fringes

PLUMBER, PIPEFITTER, STEAMFITTER (ALLEN, AUGLAIZE,
HARDIN, LOGAN, MERCER, SHELBY AND VAN WERT
COUNTIES).....\$ 42.76

30.81

TEAM0377-003 05/01/2025

Rates

Fringes

TRUCK DRIVER: 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 (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA &
LAKE).....\$ 35.26
TRUCK DRIVER: GROUP 1- ASPHALT DISTRIBUTOR; BATCH;
4- WHEEL SERVICE; 4-WHEEL DUMP; OIL DISTRIBUTOR &
TANDEM (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA &
LAKE).....\$ 34.26

18.85

18.85

TEAM0436-002 05/01/2025

Rates

Fringes

TRUCK DRIVER: 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 (CUYAHOGA, GEAUGA & LAKE).....\$ 35.73
TRUCK DRIVER: GROUP 1- STRAIGHT & DUMP, STRAIGHT
FUEL (CUYAHOGA, GEAUGA & LAKE).....\$ 34.92

19.30

19.30

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

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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"