

Regular Meeting #24 - 2024
Fairfield County Commissioners' Office
June 4, 2024

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy Director of JFS, Heather O'Keefe; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Steven Darnell and Austin Lines; Auditor, Dr. Carri Brown; Treasurer, Jim Bahnsen; Workforce Development Specialist, Bayley Fields; RPC Planner, Joshua Hillberry; FCFC Manager, Tiffany Wilson; JFS Budget Director, Josh Crawford; Engineer, Jeremiah Upp; and Recorder, Lisa McKenzie. Also in attendance: Stephanie Taylor, Sherry Pymmer, Chris Snyder, Jo Price, Barb Martin, Frank Martin, Ray Stemen, and Mary Cullison.

Virtual attendees: Tony Vogel, Michael Kaper, Belle Hutton, Tiffany Daniels, Jessica Murphy, Nikki Drake, Arika Farrar, Jeff Barron, Ashley Arter, Jeanie Wears, Bryan Everitt, Shelby Hunt, Jerry Starner, Abby King, Jennifer Morgan, Deborah, Baylie Blevins, Nicole S., Greg Forquer, Park Russell, Lynette Barnhart, Brian Wolfe, Lori Hawk, Britney Lee, Amy Brown-Thompson, and Alex Lape.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Listen & Learn, Workforce Development, Rick Szabrak

Mr. Szabrak thanked the Commissioners for their investment in workforce development and spoke about the Area 20 Workforce Board. The board serves five counties, including Fairfield County, is comprised of 26 organizations, and provides services to both employers and job seekers. The Workforce Center focuses on the objectives of the Area 20 Workforce Board and on the career readiness development.

Bayley Fields spoke about the Area 20 Workforce Development Board and its oversight of OhioMeansJobs Centers. She also spoke about the utilization of the MORPC van pool and how it assists both employers and employees with transportation to and from the workplace. Ms. Fields then spoke about the Youth Employment Program and credited Donna Stalter from Fairfield County JFS for the development of the program's logo.

Mr. Szabrak spoke about the Career Readiness Program and stated there are 70 business partners in the program. Fairfield Medical Center hired one of the phlebotomy students. Claypool electric did an amazing job training all 23 students in their program who are now working as electricians. Fifty-one of the eight-one Workforce Center students are already working in their respective fields. A video created by Lancaster City Schools' students about student engagement with the center was shown.

Commissioner Davis asked about the methodology of reaching students who would benefit from the Career Readiness Program and about the number of graduating classes. He also asked if the classes at the Workforce Center are at capacity.

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Mr. Szabrak replied that the Workforce Center is celebrating its third graduating class and that the graduating electric and phlebotomy classes were at capacity. We have room to grow at the Workforce Center and have not yet turned anyone away from a program. Students need to be caught up with high school credits to come here and be successful.

Commissioner Davis asked if Fairfield County was the only county in the state with such a program.

Mr. Szabrak replied that Perry County has a program that serves a single high school and that he was unaware of any other county having a program that served an entire county. He added that there are many items and areas involved in the operations of the center and spoke about the complexity of the fiscal side.

Commissioner Levacy spoke about the relevancy of the Workforce Center and its creation.

Ms. Fields stated that businesses have come to understand that they must be engaged in workforce to be successful.

Mr. Szabrak spoke about the Workforce Center's summer camps and the camp instructors. Many of the instructors are educators from local schools and there are instructors that are engineering students from Athens. Manufacturing, healthcare and construction fields are important now and will be our future. Next year we are increasing adult programming and hosting discovery days, as well as a 5G program in partnership with Eastland-Fairfield. Mr. Szabrak showed renderings of the Engineering lab expansion, including a simulated clean room where students can get a semi-conductor certification. Starting in January, an STNA program will be offered. Other program expansions include respiratory therapy, drivers education, CDL training, and a cell tower installation program.

Commissioner Fix asked about the funding needed for the CDL program.

Mr. Szabrak replied that approximately \$300,000 is required.

Commissioner Levacy spoke about a meeting with Senator Schaeffer to continue the funding discussion.

Commissioner Davis asked about the metric used to evaluate the success of the Workforce Center.

Mr. Szabrak stated that a good metric he uses is the job placement of in demand jobs. He added that from an investment standpoint, the Workforce Center is doing well, and that state money has been received and obligated.

Commissioner Davis stated that he would like all data that exists to be captured and that he would like to see a data driven analysis.

Commissioner Fix expressed his enthusiasm for the progress and added that the Workforce Center dreams from five years ago had come to fruition.

Mr. Szabrak stated that the Workforce Center had many students in HVAC and that jobs were found in the Columbus area at \$20 per hour for them.

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Ms. Cordle shared a Commission Connection video featuring Commissioner Davis that focused on Driver's Education and the need for affordable and available classes for individuals to get their licenses. The video also spoke about the assistance provided to Lancaster City Schools and Fairfield Union Schools for Driver's Education training.

Public Comment

Ray Stemen of Lancaster stated his concerns that morality is declining, even in the nation's leadership.

Sherry Pymmer of Walnut Township spoke about an email she received from PGM and stated that there are two project numbers for the Eastern Cottontail solar project. She added that she is attempting to find the location of the second project.

Legal Update

There was no legal update.

County Administration Update

- *The County Administration Update was provided by County Administrator, Aundrea Cordle, unless otherwise noted.*

Week in Review

Sheriff's Office Perimeter Fencing

Three fencing options are available for consideration by the Commissioners.

Ms. Cordle explained the difference in the estimates for the fencing and added that the appropriations are already in the capital budget.

Commissioner Fix asked if the quotes for the fencing included the gates.

Mr. Kochis replied that the estimates include all five gates, and the maximum possible amount was budgeted. He added that this was a cooperative bid process.

Commissioner Davis stated that it is important that people understand the reason for the discussions involving perimeter fencing. He added that it is not about aesthetics but rather security and stopping vandalism. The Commissioner spoke with Sheriff Lape who stated his preference for the wrought iron due to the added visibility with that option.

Capital Budget on Track for Late June Enactment

The Ohio House did vote on the capital bill in early spring, but the Senate did not and intends to vote on the measure by June 26. This comes after an extensive review of over 4,400 requests by Senate Finance Chair Sen. Matt Dolan.

Commissioner Davis asked if there were any issues with the contract for the purchase of the Colonnade building timeline since the county is awaiting a response from the state regarding the funding.

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ODOT Grant for the Transportation Improvement District

The Transportation Improvement District recently was awarded a \$370,000 grant from the Ohio Department of Transportation for the Basil-Western Road improvement project.

Engineer Upp added that the grant is based on the number of jobs being awarded.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 13 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- There is a resolution appointing Aaron Kennedy to the Ohio Transportation Risk Pool Board, and appointing Jeff Porter as the alternate.
- A resolution authorizing the establishment of a new fund for public transit.
- There is a resolution authorizing appropriation (\$833k) for the Airport Hangar Capital Projects Fund.
- There are three resolutions from Economic and Workforce Development regarding Tax Increment Financing, also known as a TIF. One is to authorize an engagement letter for Bricker Graydon LLP to provide counsel for the TIF. And two other resolutions to authorize engagement letters with Bricker and Graydon subsidiary, Argus Growth Consultants, Ltd., for consulting services related to the DHL and MedVet sites on Basil-Western Rd.

Mr. Szabrak stated that the county is contracting with Bricker Graydon for their expertise regarding TIF's.

- A resolution authorizing a bid award in the amount of \$5,642,667 to Setterlin Construction for construction of hangars at the airport.
- A resolution authorizing a change order with Gutknecht Construction for the Engineering Lab at the Workforce Center. This change order is for added water piping.
- Three resolutions from RPC regarding the Community Development Block Grant program. The first is to award the bid to Nash Builders for the village of Pleasantville ballfield improvements. The second is to award the contract to Cooper Concrete Services, LLC, for the pool improvements in the Village of Pleasantville. And the last resolution you may recall from two weeks ago. The resolution was pulled from the agenda during the meeting. Spires Paving Company is ready to move forward, and this resolution is to approve the bid award to them for the Pleasantville Hickenlooper Street Improvement project.

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Budget Review

- Budget Director, Bart Hampson provided the General Fund cash balance and added that it is based on the cash ending balance and will be undated within the next month.

Calendar Review/Invitations Received

- *The review of calendar items, invitations received, and correspondence received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen.*
 - Fairfield County Workforce Center's Career Signing Day, June 6, 2024, 2:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll

Correspondence Received

- Thank You Emails Regarding the Passing of Exclusionary Zones for Industrial Solar
- Correspondence Regarding Industrial Solar Projects
- Press Release, Office of the County Auditor, May 29, 2024, "Fairfield County Auditor to Host Call Center for Property Tax Questions"
- Memo, Dr. Carri Brown, County Auditor, May 30, 2024, Subjects: Testimony for Property Tax Reform; GIS Interns; Board of Revision Update; ad Dates of Interest
- County Auditor's Association of Ohio Property Tax Flyer
- Fairfield County Auditor's Homestead Program Proposal
- Fairfield County Auditor's Wins of the Weeks, May 30, 2024
- Fairfield County Auditor's June 2024, Map of the Month
- Newsletter, *Auditor's Ledger: News from the County Auditor's Office*, May 2024
- Newsletter, *Fairfield County E-News Updates*, May 2024

Old Business

Commissioner Davis stated he placed a call to Senator Matt Dolan regarding Senate Bill 275. He added that he does not fully understand the language of the bill that addresses energy and a statewide exclusion from the use of agricultural land for solar energy. He further added that he does not know if the Senate Bill will have an impact on existing projects. There are several bills in the House and Senate and the Commissioner stated he will be researching this bill to better understand its content.

Commissioner Fix congratulated the Liberty Union girls' softball team for winning the Division III State Championship and spoke about an article in the June 2, 2024, Columbus Dispatch.

New Business

Commissioner Davis spoke about the Art Walk and the overflow of its exhibitors.

Ms. Cordle stated she would learn more about the location of those exhibitors and added that the Fairfield County Records Center would be hosting the Festival are exhibit.

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Treasurer Bahnsen stated his office is currently proofing the second half tax bills and that the bills would be mailed on June 14th.

Mr. Szabrak spoke about Career Signing Day at the Workforce Center and added that there will be 25 students participating in the event.

Engineer Upp spoke about the Basil-Western and Refugee Road projects. He added that his office is busy mowing grass and spraying noxious weeds.

Dr. Brown stated that the Basic Financial Statement had been filed with the State Auditor. She also stated that sales tax revenue was slightly lower but that conveyance fees are ahead, so the General Fund is in good shape even with the Homestead and Rollback programs. There is a Homestead Program fact sheet in the Review packet, and it will be in the minutes packet. The map of the month is regarding the 1947 flood which spurred the Hunters Run Conservancy District. There will be a call center on June 26th related to property taxes. The GIS department has two interns. She stated her appreciation for Holly Mattei and Janet Stout for agreeing to water downtown plants on a rotation schedule and added that she attended the farm bureau breakfast where solar was discussed as well as food security and the area bobcats. The DAC has their new exhibit and she added that the Heritage District Tour would include her home.

Mr. Vogel thanked staff, Josh Anders and Devon Mullen for helping with a project at the Workforce Center.

Mr. Kochis thanked Mr. Vogel for his help at the Workforce Center and stated that the water tower is almost down.

Mr. Neeley spoke about the advanced training for a member of staff in facility controls. He thanked the Commissioners for approving the budget request for training funding for IT and spoke about the IT's Transit Department project.

Ms. O'Keefe spoke about the annual Family Fun Fest and added that the event had the largest attendance since COVID-19. She thanked the Commissioners and Ms. Cordle for their assistance with the Healthy Aging Fund.

Regular (Voting) Meeting

The Commissioners started their Regular (Voting) portion of the meeting, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy Director of JFS, Heather O'Keefe; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Steven Darnell and Austin Lines; Auditor, Dr. Carri Brown; Treasurer, Jim Bahnsen; Workforce Development Specialist, Bayley Fields; RPC Planner, Joshua Hillberry; FCFC Manager, Tiffany Wilson; JFS Budget Director, Josh Crawford; Engineer, Jeremiah Upp; and Recorder, Lisa McKenzie. Also in attendance: Stephanie Taylor, Sherry Pymer, Chris Snyder, Jo Price, Barb Martin, Frank Martin, Ray Stemen, and Mary Cullison.

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Virtual attendees: Tony Vogel, Michael Kaper, Belle Hutton, Tiffany Daniels, Jessica Murphy, Nikki Drake, Arika Farrar, Jeff Barron, Ashley Arter, Jeanie Wears, Bryan Everitt, Shelby Hunt, Jerry Starner, Abby King, Jennifer Morgan, Deborah, Baylie Blevins, Nicole S., Greg Forquer, Park Russell, Lynette Barnhart, Brian Wolfe, Lori Hawk, Britney Lee, Amy Brown-Thompson, and Alex Lape.

Pledge of Allegiance

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

Announcements

There were no announcements.

Approval of Minutes for May 28, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, May 28, 2024, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from the Fairfield County Board of Commissioners

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Board of Commissioners:

- 2024-06.04.a A Resolution Approving the Appointment of Aaron Kennedy, and an Alternate, to the Ohio Transportation Risk Pool Board
- 2024-06.04.b A Resolution to Authorize the Establishment of a New Fund for Public Transit
- 2024-06.04.c A Resolution to Authorizing Appropriations from Unappropriated into Major Expense Categories for the General Fund #1001, Fund-to-Fund Transfer to the Hangar 2023 Capital Projects Fund, and Appropriations from Unappropriated into Major Expense Categories for the Hangar 2023 Capital Projects Fund
- 2024-06.04.d A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2876, American Rescue Plan

Commissioner Davis commended Director Kennedy for his intuitiveness and for his leadership.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from Fairfield County Economic and Workforce Development

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Economic and Workforce Development:

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- 2024-06.04.e A Resolution Authorizing the Execution of an Engagement Letter Between Fairfield County and Bricker Graydon LLP to Provide Counsel to the County in Connection with a Tax Increment Financing (TIF) Program
- 2024-06.04.f A Resolution Authorizing the Execution of an Engagement Letter with Argus Growth Consultants, Ltd, a Subsidiary of Bricker Graydon LLP, and Fairfield County for Consulting Services Related to the DHL Site TIF
- 2024-06.04.g A Resolution Authorizing the Execution of an Engagement Letter with Argus Growth Consultants, Ltd, a Subsidiary of Bricker Graydon LLP, and Fairfield County for Consulting Services Related to the MedVet Site TIF

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of a Resolutions from Fairfield County Facilities

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Facilities:

- 2024-06.04.h A Resolution Authorizing the Approval of a Bid Award for the Airport Hangar Project
- 2024-06.04.i A Resolution for Change Order #2 to the Contract Between Gutknecht Construction and the Fairfield County Commissioners

Commissioner Fix looks forward to the future of the Airport.

Director Szabrak spoke with a Columbus CEO who expressed interest in storing his jet at the Fairfield County Airport.

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from the Fairfield County Regional Planning Commission

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Law Library:

- 2024-06.04.j A Resolution to Approve an Award Bid to Nash Builders for the CDBG PY 2022 Village of Pleasantville Ballfield Improvements
- 2024-06.04.k A Resolution Authorizing the Approval of a Contract Agreement by Fairfield County Board of Commissioners and Cooper Concrete Services, LLC
- 2024-06.04.l A Resolution to Approve an Award Bid to Spires Paving Company for the CDBG PY2022 Village of Pleasantville Hickenlooper Street Improvement Project

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AGENDA

BOARD OF COMMISSIONERS

Commissioners:
Steven A. Davis
Jeffrey M. Fix
David L. Levacy

Tuesday, June 4, 2024
9:00 a.m.

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

1. Review

Purpose of Review Meeting: *To prepare for formal actions of county business, such as Commission resolutions, and to provide a time for county leadership to connect about matters of county business.*

2. Welcome

3. Listen & Learn, Workforce Development

Economic and Workforce Development Director, Rick Szabrak

4. Public Comments

Purpose of Public Comments: *This is a time for voters and taxpayers (members of the public) to provide comments. There is a time limit of 3 minutes. While this is a time for comments to be provided, it is not a time for questions and answers. The Commission has a full agenda of county business.*

5. Legal Update

6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Fairfield County Workforce Center's Career Signing Day, June 6, 2024, 2:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
- f. Correspondence
 - i. Thank You Emails Regarding the Passing of Exclusionary Zones for Industrial Solar
 - ii. Correspondence Regarding Industrial Solar Projects
 - iii. Press Release, Office of the County Auditor, May 29, 2024, "Fairfield County Auditor to Host Call Center for Property Tax Questions"
 - iv. Memo, Dr. Carri Brown, County Auditor, May 30, 2024, Subjects: Testimony for Property Tax Reform; GIS Interns; Board of Revision Update; and Dates of Interest
 - v. County Auditor's Association of Ohio Property Tax Flyer
 - vi. Fairfield County Auditor's Homestead Program Proposal
 - vii. Fairfield County Auditor's Wins of the Week, May 30, 2024

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A G E N D A

B O A R D O F C O M M I S S I O N E R S

Commissioners:
Steven A. Davis
Jeffrey M. Fix
David L. Levacy

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk

Rochelle Menningen

- viii. Fairfield County Auditor's June 2024, Map of the Month
- ix. Newsletter, *Auditor's Ledger: News from the County Auditor's Office*, May 2024
- x. Newsletter, *The Fairfield County E-News Updates*, May 2024

7. Old Business

8. New Business

- a. Updates from Elected Officials in Attendance

9. Regular (Voting) Meeting

10. Adjourn

11. Regional Planning Commission Meeting, Records Center, 138 W. Chestnut St., Lancaster, 6:00 p.m.

S E R V E • C O N N E C T • P R O T E C T

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 5.30.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,344,024.32 has been appropriated, \$21,210,602.25 expended, \$6,617,455.67 encumbered or obligated.

12Project/Category		As of 5/30/24 Appropriations	As of 5/30/24 Expenditure	As of 5/30/24 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,488,618.85	3,404,630.19	83,988.66
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,600,361.39	1,445,934.65	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	241,221.72	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,481,742.09	6,194,488.30	83,988.66
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

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R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R210f	Harcum House	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	400,000.00	299,354.84	100,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		5,526,803.88	3,174,781.60	2,351,377.12
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	444,480.86	105,729.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00

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R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	449,751.20	2,312,084.65
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	543,217.67	69,782.33
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	456,309.05	377,690.95
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,093,939.99	3,334,777.39	3,615,287.61
Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	369,959.32	687.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	372,221.42	2,778.58
R61d	MARCS Tower Project	572,433.00	537,899.50	34,533.50
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,763,530.00	2,501,989.98	472,295.22
R61h	Community School Attendance Program	486,110.43	296,760.16	54,165.77

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R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	197,657.97	2,342.03
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,893.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R517a	Beavers Field Utilities	37,346.77	36,606.46	0.00
Revenue Loss		9,582,277.98	8,090,306.09	566,802.28
Administration				
R71a	Administrative Expenses	591,798.66	348,787.15	0.00
Subtotal Administration		591,798.66	348,787.15	0.00
Grand Total		\$29,344,024.32	\$21,210,602.25	\$6,617,455.67

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
MAY 24, 2024 TO June 02, 2024

Fairfield County Auditor- Finance

- AA.05.30-2024.e An Administrative Approval to approve the Short-Term Lodging renewal software agreement with GovOS. [Auditor- Finance]

Fairfield County Commissioners

- AA.05.29-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.05.29-2024.b An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]

Fairfield County Facilities

- AA.06.02-2024.a An Administrative Approval authorizing the approval of an Agreement between Chem-Aqua, and the Fairfield County Commissioners for HVAC Systems Water Treatment [Facilities]

Fairfield County Family and Children First Council

- AA.05.24-2024.a Administrator Approval of a modification to a subcontract between the Fairfield County Family and Children First Council (FCFC) and the Fairfield County ADAMH for State Fiscal Year 2024 [Family and Children First Council]

Fairfield County Human Resources

- AA.05.30-2024.a An administrative approval for an agreement with NFP Corporate Services to provide consulting and brokerage services for the Fairfield County Health Benefits Plan [Fairfield County Human Resources]

Fairfield County Regional Planning Commission

- AA.05.24-2024.b An Administrative Approval to approve an Environmental Review Certification Form for General Administration, Fair Housing and Planning [Regional Planning Commission]
- AA.05.30-2024.b An Administrative Approval to approve a Force Account Certification for the PY 2024 CDBG application [Regional Planning Commission]
- AA.05.30-2024.f A Resolution Authorizing the Approval of a Cooperative Agreement by/between the Fairfield County Board of Commissioners, the Village of Pleasantville and the Fairfield Union Local School District for CDBG PY 2022 Pool Projects [Regional Planning Commission]

Fairfield County Sheriff

- AA.05.30-2024.d An Administrative Approval to enter into a Professional Services Agreement with the Fairfield County Sheriff's Office and Tyler Technologies. [Sheriff]

AA.05.30-2024.d An Administrative Approval to enter into a Professional Services Agreement with the Fairfield County Sheriff's Office and Tyler Technologies. [Sheriff]

7710 Cattail Road NE
Pleasantville, OH. 43148
614-374-1352

Fairfield County Board of Commissioners
210 E. Main Street. #301
Lancaster, OH. 43130

May 27, 2024

Dear Board of Commissioners,

Thank you for your recent passage of the exclusionary zone for all unincorporated areas in Fairfield County. I know this issue has been a difficult one to navigate. I appreciate you taking the time to understand what we were requesting and moving forward to protect our county from this type of development.

Sincerely,

Melissa Hoover Connor

[E] Exclusionary Zone for Fairfield county.



coery schilling <corey31280@gmail.com>
To [Contact Web](#)

[↩ Reply](#) [↩ Reply All](#) [→](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for all your hard work,

From: [Alison Barrick](#)
To: [Contact Web](#)
Subject: [E] THANK YOU
Date: Tuesday, May 28, 2024 11:28:43 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

for having the leadership courage to stand with the people and include Walnut township in the exclusion clause.

To diminish farmland to create profits in another industry is not the intention of energy initiatives. That is how we know it is a money grab at the expense of the locals.

God bless you for listening to us!!

Sent from my iPhone

From: jeff.williamsen.net
To: [Davis, Steven A](#); [Jeff Fix](#); [Levacy, David L](#)
Cc: [Cordle, Aundrea N](#); [Menningen, Rochelle M](#)
Subject: [E] Solar Exclusion
Date: Wednesday, May 29, 2024 7:17:36 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Commissioners Davis, Levacy and Fix,

I would like to thank you all for the courage and effort put forth in your decision to declare the entire county a solar exclusion zone. I'm sure there was plenty of lobbying behind the scenes both for and against the solar issue.

Overall, I believe you all have the best interest of our county in mind whenever you make any decision.

Commissioner Davis: Please continue to keep your constituency in mind as you represent us at the OPSB.

Again, thank you.

Jeff Williamsen in Beautiful Unincorporated Greenfield Township
1201 Winding Oak Dr S
Baltimore, OH 43105

From: [Beverly Sturm](#)
To: [Contact Web](#)
Cc: [Bev - Home - Gmail Rd](#)
Subject: [E] Thank you, Thank you, Thank you
Date: Saturday, June 1, 2024 9:17:26 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Commissioners Davis, Fix, and Levacy:

Thank you very much for declaring all of Fairfield County to be an exclusionary zone for solar.

I realize this was a decision that took a lot of your time and energy and there was much discussion on it.

I believe this was the right decision for Fairfield County's future.

Thank you for listening.

Regards,
Beverly Sturm

David Levacy, Commissioner
Jeff Fix, Commissioner
Steve Davis, Commissioner
210 East Main Street, Room 301
Lancaster, Ohio 43130

Bill Yates, Trustee
Terry Horn, Trustee
Doug Leith, Trustee
11420 Millersport Road
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am writing in support of the Eastern Cottontail Solar project. I believe that this project is important because it allows landowners to exercise their personal rights when it comes to their property.

Landowners should be able to lease their land without fear of their local community putting a stop to their choices. EDF is an experienced developer who is listening to our community and developing the project in a responsible way.

Solar projects such as Eastern Cottontail are collaborative efforts with local landowners, elected officials, workforce, government entities, and concerned citizens. The amount of partnership that it takes to get a project to this stage is significant and should not be overlooked.

Our local landowners should have the opportunity to diversify their income, and use their land as they see fit—so long as they are abiding by all state and local regulations.

Thank you.

Name:

Jose Beck

Address:

47 Mulligan Rd
Athens, OH 45761

cc: Ohio Power Siting Board



FOR IMMEDIATE RELEASE
Wednesday, May 29, 2024

Fairfield County Auditor to Host Call Center for Property Tax Questions

Lancaster, Ohio – The Fairfield County Auditor’s Office will host an evening “call center” to answer questions property owners may have regarding their property taxes. The call center will be held on **Wednesday, June 26th from 5:30 p.m. to 7:30 p.m.** This will occur after the second half tax bills are sent, but before they are due. The second half tax bills are due July 18th.

“For additional customer service, we wanted to provide an opportunity to ask questions in the evening. People can always call the office from 8 am – 4 pm, and we are interested to see if evening call center hours are helpful for our residents,” stated County Auditor, Dr. Carri L. Brown.

Property owners who have questions regarding their property taxes may call the Real Estate Assessment Office at (740) 652-7030 between 5:30 p.m. and 7:30 p.m. on Wednesday, June 26, 2024.

The call center will be staffed by the Auditor’s Office Real Estate Staff.

Calls are always welcome any weekday, between 8 am – 4 p.m., at (740) 652-7030.

###



To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: May 30, 2024
Subjects: Testimony for Property Tax Reform; GIS Interns; Board of Revision Update; and Dates of Interest

Testimony for Property Tax Reform – A Fact Sheet

Please see the attached fact sheet about testimony for property tax reform. The focus is on Homestead and Owner Occupancy Credit reform, as well as on strategies that have been helpful when other states have sought reform.

GIS Interns

We have two interns this Summer for GIS. They are Michael Guerriero and Bobby Fagrell.

Michael Guerriero

Michael is currently at Ohio University majoring in Geography: Globalization and Development. He is also working towards a certificate in GIS. He will be interning with us for the month of June (June 3rd – June 28th). He has expressed interest in working at Fairfield County.

Bobby Fagrell

Bobby is currently a junior at Ohio State University and is majoring in GIS. He will be interning with us for the month of July (July 1st – July 26th).





Board of Revision Update

The BOR season of formal hearings has concluded – in record time. We will continue to process the remittance of penalties and interest as needed. The virtual options for participants continued to be popular this year.

Dates of Interest

June 1 – Cigarette License Renewal Applications Due
June 8, 9 – Fairfield County Heritage District Tours
June 10 – Data Processed for 2nd Half Bills
June 19 – Juneteenth Holiday (Celebration at the Bandstand in Lancaster)
June 25 – Fairfield County TIRCs
June 26 – Lancaster TIRC
June 29 – Pickerington TIRC
June 30 – ACFR and PAFR Due

CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030
co.fairfield.oh.us/auditor •  FairCoAuditor •  FairfieldCountyAuditor •  FairCoAuditor •  fairfield-county-auditor



County Auditors' Association of Ohio

ANALYZING – EVALUATING – PROTECTING – SERVING

Now is the time to act to address the property tax crisis facing many Ohioans:

1. Expand the Homestead Program

Current law exempts taxes on the first \$26,200 of property valuation for individuals 65 or older or permanently disabled who have an Ohio Adjusted Gross Income of \$36,100 or less. The CAAO proposes increasing both the valuation that would be exempt from property taxes and the income threshold so that more individuals can qualify for the program. This will allow some of our most vulnerable Ohioans to stay in their homes.

2. Eliminate the Non-Business Credit and Expand the Owner Occupancy Credit

The State of Ohio pays a portion of qualifying property tax levies on behalf of residential and agricultural property owners, providing a 10% credit. The Non-Business Credit provides a 10% credit to all property owners with residential or agricultural properties, and the Owner Occupancy Credit provides a 2.5% credit to properties that are both owned and occupied as the individual's primary residence. The CAAO would propose eliminating the Non-Business Credit as it often benefits for-profit owners, while expanding the Owner Occupancy Credit to a meaningful credit that would provide real tax relief to those homes that are owner-occupied.

3. Limit the Growth in Revenue Received by School Districts Due to Reappraisal Changes

Under Ohio law, school levies are subject to a floor that will not allow the tax rate to be adjusted downward when reappraisal increases occur. The CAAO proposes eliminating this hard cap on rate reductions and, instead, limiting growth on certain school levies to an inflationary index, containing revenue growth for districts operating at the 20-mill floor. As a result of this most recent valuation increase, many of the school districts operating at the floor received revenue increases in excess of 20%.

4. Create a Menu of Targeted Relief

Create tax relief programs aimed to protect low to moderate income residents. These programs could include tax deferrals, income tax credits, or abatements based on a long-term resident's inability to pay the ever-increasing tax burden.

The CAAO acknowledges that there is not a single solution to solve the property tax issues we are facing, and even all of our proposed solutions don't address all of the issues. However, implementing the proposed solutions above would lessen the burden for millions of Ohioans.



Homestead Program Proposal

The main goal of the **Homestead Program** is to help citizens stay in their home. The program is for senior citizens and those who are permanently disabled, including options for Veterans.

The County Auditor administers this program on behalf of the state. Overall, more than 8,000 homeowners in Fairfield County are participating in the **Homestead Exemption Program**.



Several approaches to expand the **Homestead Program** are being reviewed with legislators.

Generally speaking, current law exempts taxes on the first \$26,200 of property valuation for individuals 65 or older or permanently disabled who have an Ohio Adjusted Gross Income of \$36,100 or less.

We Propose... increasing both the valuation that would be exempt from property taxes and the income threshold so that more individuals can qualify for the program. This change would allow some of our most vulnerable Ohioans to stay in their homes.

CONTACT US!



Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

May 30, 2024

Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this ...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals...

- Thanks to the supervisors for conducting the **interim evaluations**, and thanks to everyone for updating goals at this mid-year check point. We are making sure staff has what they need to accomplish their best work!

★ **The final formal Board of Revision meeting was held on May 29th. Congratulations to the BOR members and administration for their hard work – in record time! The process was an efficient one this year. We may have additional meetings for administrative activities, such as the approval of the remittance of penalties and interest – but the bulk of the work has been completed for the season.**

- A meeting was held on Wednesday to review the **new electronic process** for lot splits. Thanks to the REA team for their leadership in providing this new option that will support multiple departments and residents.
- Carri led a **Wheel of Fortune activity with Juvenile Court** again this week. It is encouraging to see the exceptional work of Juvenile Court. There is hope for the future with our youth.
- **Month-end processes** are always accomplished with no issues. Thanks to Lori Hampshire and Meagen Bowland for their steadfast leadership.
- The Payroll Team continues to provide **exceptional support to payroll officers** in multiple departments. Officials in other counties have been commenting upon the defined roles and procedures we have in place to benefit all.
- **The Decorative Arts Center of Ohio kicked off their latest exhibit:** Mod – Visual , social, cultural renaissance of the 1960s. What a gem for our community. The DACO leadership is open to tours and sharing meeting space, and we are happy for their partnership.
- Thanks to the **REA team for their work and overtime to make sure that tax bills are ready to be sent.** Your dedication to working after hours as not to interrupt other offices is going above the call of duty – and it is much appreciated.

★ **Thanks to Curt Truax for providing extra service after hours to support a man from out of town who was seeking maps of Fairfield County.**

- **Special thanks to the Finance Team, especially Bev Hoskinson and Angel Horn, for their work on the Annual Comprehensive Financial Report.** They have met every deadline this year! This report and the data it contains are used by bond rating companies, insurers, businesses, other counties, and residents to learn more about Fairfield County's financial position.

★ **BRAVO for the filing of the financial report in the Hinkle system! This is a major milestone of the year and is the result of multiple partnerships. We are especially grateful for the work of Bev Hoskinson, Angel Horn, and Mesina Clark. Thanks to all of the Auditor's Office staff for their dedication to this task.**

- On Thursday, Carri and Greg attended the annual **Farm Bureau breakfast**. Policy platforms were discussed and reviewed with stakeholders.

CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030

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1948 FLOOD

❖ LANCASTER, OH ❖

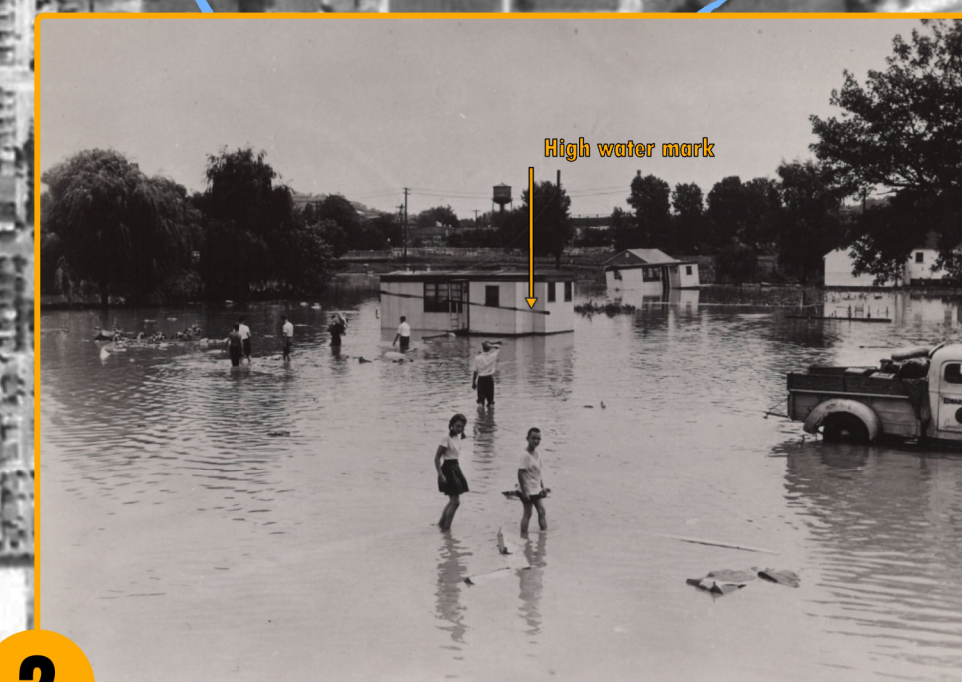
FIERCE FLOOD OF 1948

From 11 p.m. the night of the 21st until 1 a.m. on the 22nd of July, 8 inches of rain fell. Water and silt washed off the bare cornfields to the West and North of the city and began to move upon the community, caving in foundations, and spreading oozing mud over living room rugs. The vast flood plain in West Lancaster was armpit deep with water.

*"Fierce Flood of 1948 Awoke Citizenry to Course of Action"
Lancaster Eagle Gazette - May 5, 1962*



1



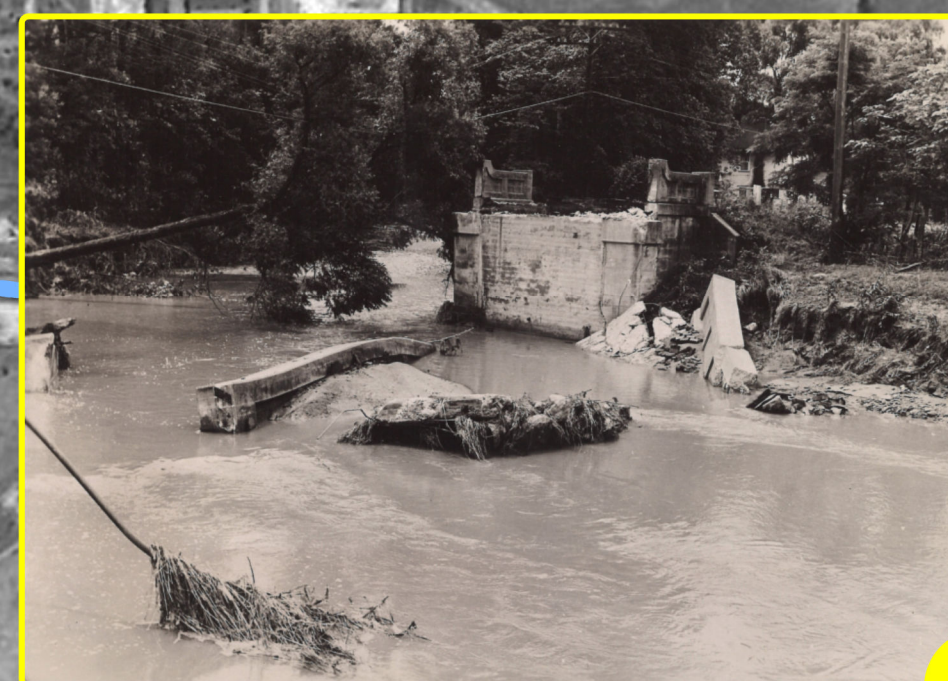
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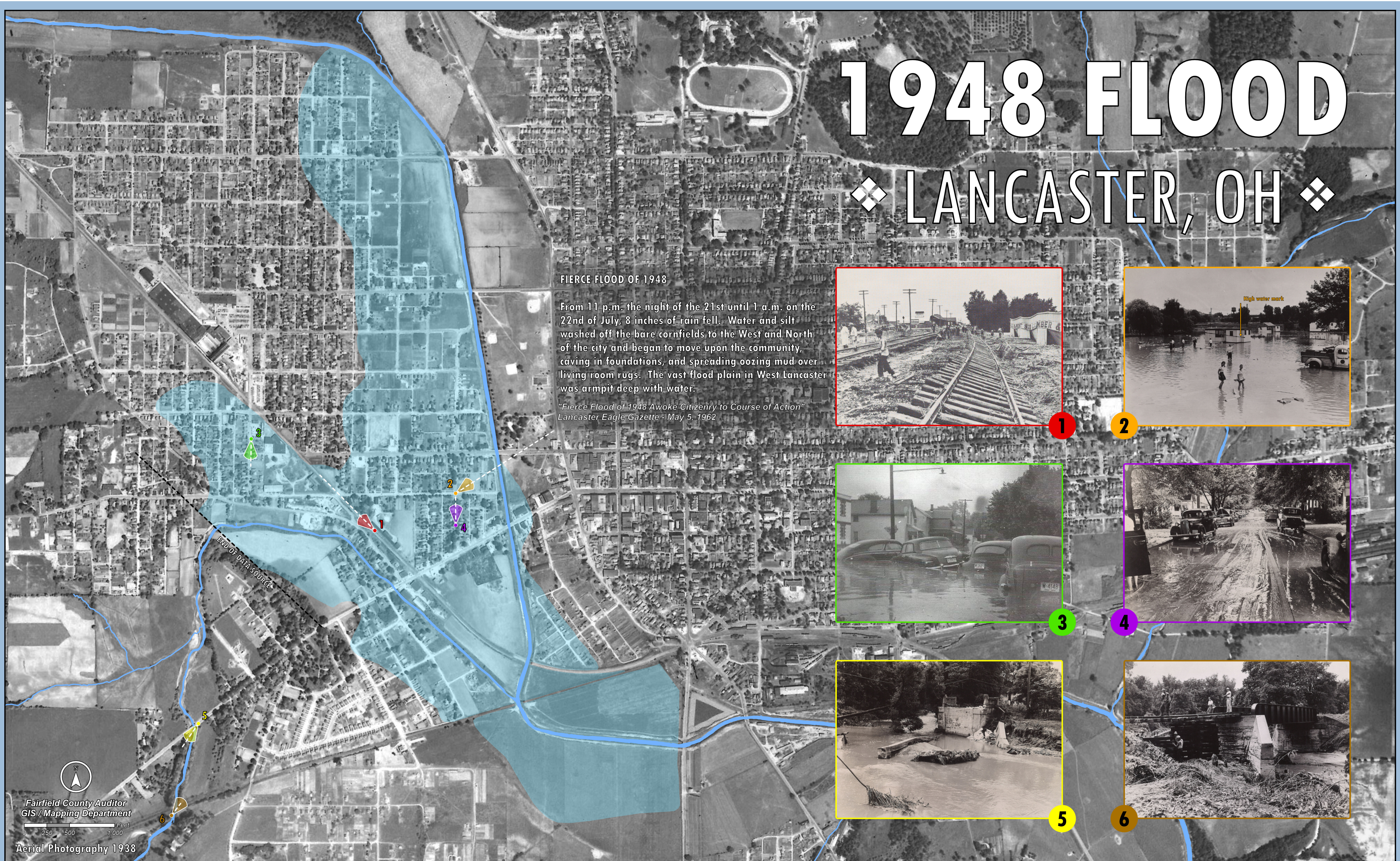
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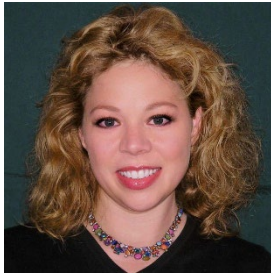


6



AUDITOR'S LEDGER:

News from the County Auditor's Office



From the Desk of County Auditor Carri Brown

School is out and summer is officially here! We are ready for the longer days, good times with friends and family, summer fairs and festivals, and hopefully a little time to relax and recharge.

We have several updates to share with you in this newsletter, including information about an evening call center we're hosting to give residents an opportunity to get property tax questions answered outside of regular office hours. In addition, we're sharing information about the Owner Occupancy Credit program, Ohio's tax finder, "The Finder", and proposed solutions from the County Auditors' Association of Ohio to help lessen the burden of property tax increases for millions of Ohioans.

Finally, we have our map of the month, a variety of community connections to share, opportunities to learn a bit more about some of the Auditor's Office staff, and important dates coming up in June.

If you missed a previous issue of our newsletter, you will find all of them posted online. We encourage you to visit our websites for ongoing updates and important information:

- [General County Auditor Information](#)
- [Real Estate Assessment Information](#)

Kindest regards,

A handwritten signature in blue ink that reads "Carri L. Brown".

Carri Brown, PhD, MBA, CGFM
County Auditor

News From the Auditor's Office

Evening Call Center



**HAVE QUESTIONS
ABOUT YOUR
PROPERTY TAX BILL?**

We have answers – give us a call!



FAIRFIELD
COUNTY • OHIO
AUDITOR

740-652-7030 • co.fairfield.oh.us/auditor

 FairCoAuditor •  FairfieldCountyAuditor •  FairCoAuditor •  fairfield-county-auditor

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Property owners who have questions regarding their property taxes may call the Real Estate Assessment Office at (740) 652-7030 between 5:30 and 7:30 p.m. on Wednesday, June 26, 2024. The call center will be staffed by the Auditor’s Office Real Estate Staff.

Calls are always welcome any weekday, between 8 a.m. – 4 p.m., at (740) 652-7030.

Owner Occupancy Credit is Available for all Property Owners who Reside at their Property as their Primary Residence

The Owner Occupancy Credit is a program in the state of Ohio that allows real property owners to receive a 2.5% tax reduction, or credit, on property taxes for their primary residence. Some residents are not aware of this credit, and we in the County Auditor's Office are highlighting it so that residents can check out their owner occupancy status and request the credit if they qualify and have not applied for the credit yet.

Here are some quick facts from your Auditor about the Owner Occupancy Credit.

Who qualifies?

To receive the tax reduction on an owner-occupied home in Ohio, you must own and occupy that home as your principal place of residence on January 1 of the year you file for the reduction. A homeowner and spouse are entitled to this credit on only one home.

How do I sign up?

To enroll in the Owner Occupancy Credit program, homeowners should indicate on their property transfer form that the property will be their main residence. You can also sign up by contacting the County Auditor's Office.

Can I check my owner occupancy status online?

Yes, property owners can check their owner occupancy status at <https://realestate.co.fairfield.oh.us/>. To check the status on our website, pull up your property summary by searching your name, address, or parcel number. Once your summary is pulled up, scroll down to the "Tax Bill" section towards the bottom of the screen and click the blue "Tax Bill" button. The most recent tax bill will open as a pdf. If you receive the Owner Occupancy Credit, it will be listed in the first lefthand column, labeled "Tax Values."

If you have any questions about the Owner Occupancy Credit or would like to check on your status by phone, please contact the Auditor's Real Estate Offices at (740) 652-7030.

The Finder

Did you know the State of Ohio offers a tool to help citizens seeking tax information about a property in Ohio? "The Finder," a service of the state's Office of Technology, which is part of the Department of Administrative Services, provides information on municipal taxes; school district income taxes; sales and use taxes; as well as tax district summaries.



The Fairfield County Auditor's Office is highlighting this service as it is an underutilized or unknown tool that is helpful to many citizens.

The Finder provides information on local taxing jurisdictions and certain tax rates for all addresses in Ohio, including information for Municipal Income Tax, the School District Income Tax, and the Sales and Use Tax.

Tax rates can be searched using:

- Address
- Zip Code (5- or 9-digit)
- Latitude/Longitude

Providing a 5-digit zip code is required for an address or zip code lookup. Providing a 9-digit zip code may produce better results.

At the online service site, there is a phone number (800-750-0750) for persons using TTY or TDD or adaptive equipment. “The Finder” can also identify a municipality or county for a property.

Give “The Finder” a try here: <https://tax.ohio.gov/help-center/the-finder/the-finder>.

Congratulations, Dr. Brown!



On May 9th, Auditor Brown was honored with the Floyd Wolfe Community Service Award from the Lancaster-Fairfield County Chamber of Commerce during their annual banquet.

At the banquet, Brown stated, “Thank you so much for this prestigious Floyd Wolfe Community Service Award. I am so humbled and honored. This is such a tremendous surprise. Thank you to Mr. Wolfe for his legacy of service.”

She went on to thank the Lancaster-Fairfield County Chamber of Commerce for their recognition of all the awardees, noting that "not one of us is as good as all of us. Together, we can lift and help each other to be our best."

She also thanked coworkers and colleagues from Fairfield County, as well as leaders at Ohio University who have encouraged her and helped her to learn and thrive. She thanked mentors, Michael Orlando, Chris Veidt, and Dave Levacy.

Brown stated, “It has been my greatest honor and pleasure to participate on boards, to volunteer, to teach, and to live the life of a public servant as a leader and now, an elected official.”

On May 17, Auditor Brown also received a Recognition of Distinction from Ohio University Lancaster for her role as a key member of the Women’s Leadership Advisory Committee. Dr. Pam Kaylor and Dr. Candice Thomas-Maddox, both Communication Studies Professors at Ohio University, presented the honor in recognition of Dr. Brown’s “invaluable contribution as a leadership educator for the 2022-2024 Women’s Leadership Summit.” The Leadership Summit was a comprehensive training program designed for women to establish and enhance leadership skills.



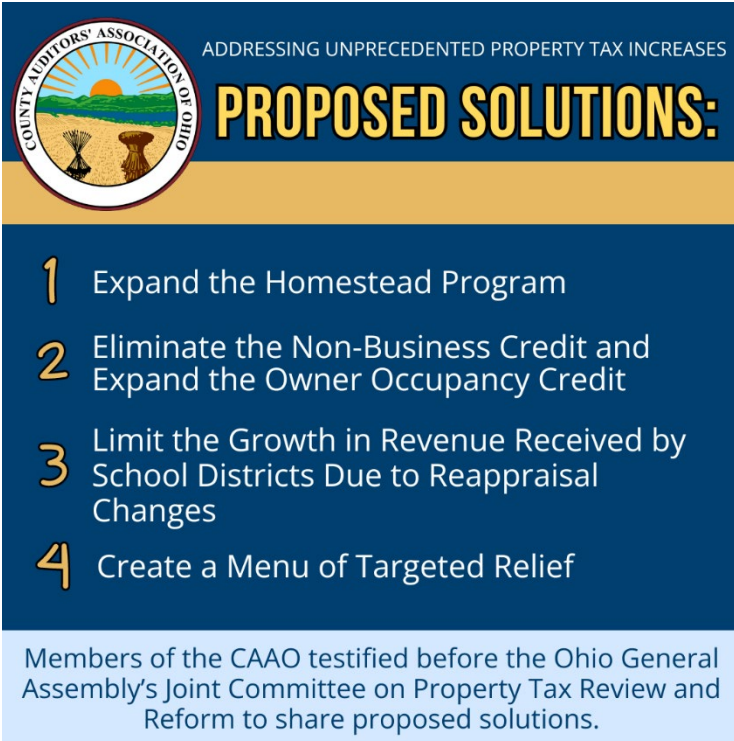
County Auditors Call on Ohio General Assembly to Address Burden of Unprecedented Property Tax Increases for Ohioans

Earlier this month, members of the County Auditors' Association of Ohio (CAAO) testified before the Ohio General Assembly's Joint Committee on Property Tax Review and Reform to share proposed solutions to help lessen the burden of property tax increases for millions of Ohioans.

County auditors have been on the front line of the property tax problem in Ohio for numerous years. CAAO members from a diverse group of counties worked together to study solutions concerning the property tax problem, considering a wide range of perspectives and solutions dealing with valuation, tax rates and credits.

"The state of Ohio has cut the income and other taxes dramatically over the years, which is reasonable, but if we aren't cutting spending at the state level, that burden to fund local services gets placed at the local level, where those who may not benefit from income tax cuts, such as seniors, now pay a higher share of the new burden through property taxes," explained Ashtabula County Auditor David Thomas.

"Often those most impacted by these changes have been the anchors of their communities for years or decades—communities that are seeing growth and investment, including the increased property values that go with them," said Franklin County Auditor Michael Stinziano. "Ohio needs a menu of options so that the needs of each community and each resident can best be met, while recognizing the key role property tax plays in supporting government services."



The graphic features the County Auditors' Association of Ohio (CAAO) logo on the left, which depicts a landscape with a sun, hills, and a field. To the right of the logo, the text reads "ADDRESSING UNPRECEDENTED PROPERTY TAX INCREASES" in white, followed by "PROPOSED SOLUTIONS:" in large, bold, yellow letters. Below this, a list of four solutions is presented in white text on a dark blue background. At the bottom, a light blue box contains a summary statement.

1 Expand the Homestead Program

2 Eliminate the Non-Business Credit and Expand the Owner Occupancy Credit

3 Limit the Growth in Revenue Received by School Districts Due to Reappraisal Changes

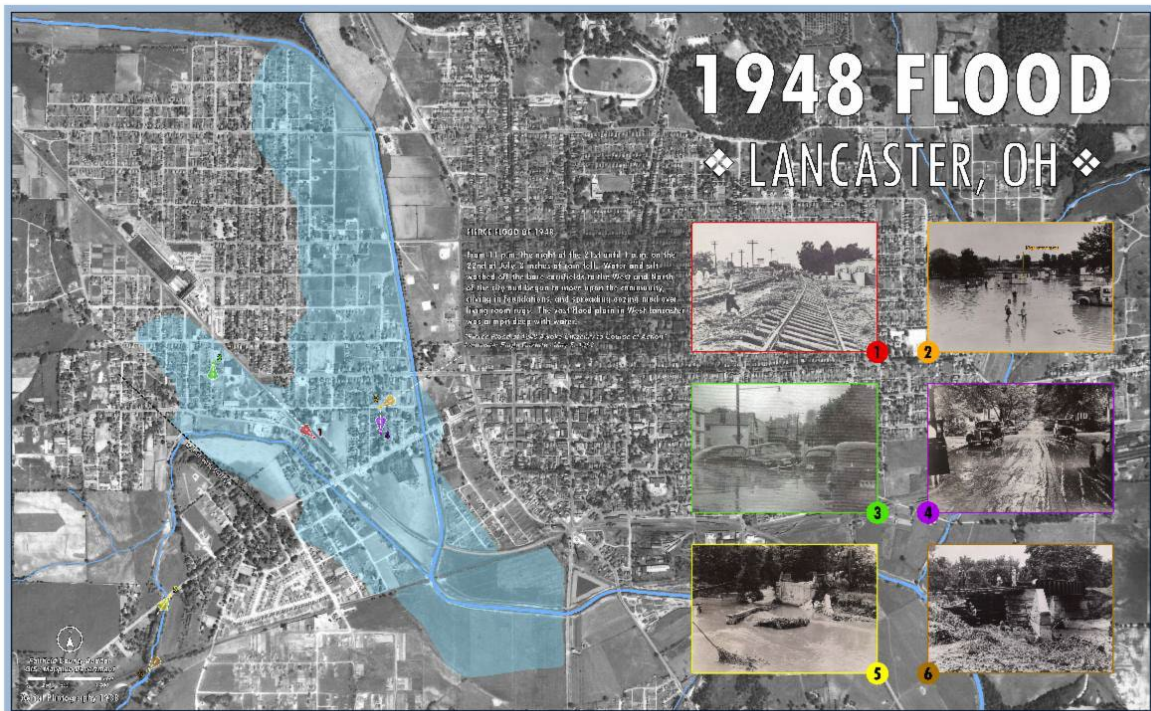
4 Create a Menu of Targeted Relief

Members of the CAAO testified before the Ohio General Assembly's Joint Committee on Property Tax Review and Reform to share proposed solutions.

Community Connections

June Map of the Month - 1948 Flood

The June Map of the Month shows the 1948 Flood in Lancaster, Ohio. This flash flood occurred after 8 inches of rain fell in a matter of a few hours. As a result of this flood, the Hunters Run Conservancy District was created in 1952. The HRCDC owns and operates 28 structures that control the runoff from a large portion of the Hunter's Run and Upper Hocking River Watershed. To zoom in on this map, click [here](#).



Weights and Measures Present to Fairfield County Fair Board

On Wednesday, May 15, Weights and Measures Inspectors Patrick Brighton and Carter Corcoran, along with Bev Hoskinson and Carri Brown, presented about County Auditor responsibilities to the Fairfield County Junior and Senior Fair Board members. There was lively discussion about the fair and Weights and Measures procedures. Patrick and Carter demonstrated the certification of a scale. The board members asked great questions and were very engaged.



Little Library



Our little library is stocked with books for all ages! Stop by and pick up a summer read for you or a little reader. If you have a book to pass on to the next reader, you're welcome to leave it behind.

Save the Date - Real Estate Summit - Serving Those Who Have Served

Back by popular demand! Mark your calendars! We will be hosting a Real Estate Summit on Thursday, September 26, 2024 at the Fairfield Center in Pickerington. This event is geared towards those in the community who serve veterans. Topics include benefits and Ohio's Homestead Program; the VA loan process; conveyance of property procedures; the mass appraisal process and Auditor's real estate assessment webpages; and housing options for Veterans in Fairfield County.

This event is free and counts as 2.5 hours of continuing education for real estate and professional licensing.



Flag Day - Did You Know?

- Flag Day, on June 14, commemorates the U.S. approving, on this day in 1777, the first design for its national flag.
- There have been 27 different versions of the U.S. flag.
- The current version of the U.S. flag was designed as a history class project by Robert Heft, a student at Lancaster High School. An [Ohio Historical Marker commemorating the flag](#) is located at the high school.



Getting to Know Our Team

Congratulations to our Women's Leadership Summit Graduates!



On May 18, 2024, Jen Dickerson, Michelle Wright, and Crystal Walker graduated from the Ohio University Women's Leadership Summit held at the Lancaster Campus. This comprehensive training spanned several months. The program was designed for women to establish and enhance leadership skills.

Rachel Elsea and Angel Horn, also with the County Auditor's Office, graduated from this same program in 2023. Along with the most recent graduates, they will continue to participate in data gathering efforts to inform a study on the development of female leaders.

Congratulations to Kayla Speakman – Chamber Leadership Program Graduate

Congratulations to Kayla Speakman for graduating from the Fairfield Leadership program this past week! In addition to working full-time for the Auditor's Office, Kayla has spent the last eight months attending courses and fine-tuning her skills to be an effective community leader. We see some untapped potential in Kayla's public speaking skills! Way to go, Kayla and all Leadership graduates!



Wherever You (Lo)Go

Our latest initiative to have team members take photos while they are at various meetings or on vacations continues! Jess and Meagen are proudly displaying the Auditor's Office logo at their recent Lancaster Parks & Rec kickball game. Let's go, Scrambled Leggs!



Getting to Know Josh Harper

How we know he knows what he's doing:

Josh has a BA in Business Administration with a concentration in management and a minor in marketing. He holds a Residential Evaluation Specialist (RES) designation from International Association of Assessing Officers (IAAO). Prior to joining the Auditor's Office, Josh worked in the field of Mass Appraisal for over 13 years. He was previously employed with Tyler Technologies before beginning employment with Fairfield County in 2013.



What does it mean to you to "Serve.Connect.Protect?"

It means putting the public first and ensuring that I am serving them to the best of my abilities while trying to promote a good sense of public trust.

What's your favorite aspect of your job?

I enjoy that it is a fast-paced, ever-changing environment. I have been blessed to be able to be involved in many different projects and roles. This has kept the job from ever feeling stagnant.

How would you spend your perfect day?

Saltwater fishing and beach time with family.

May Birthdays

5 – Dave and Amanda



Resources



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Public Records Requests

The mode response time for public records requests to the County Auditor's Office is within one day. This means that if you request records, you will likely receive them in one day. If you have a request, please contact Rachel Elsea at rachel.elsea@fairfieldcountyohio.gov.

Frequently Used Forms

Most of the County Auditor forms can be found on our website. Special thanks go out to Angel Horn, Deputy Auditor, for updating our vendor forms.

[Search Forms](#)

May Dates of Interest

14 – Flag Day
19 – Juneteenth – Offices Closed (There is a celebration planned in downtown Lancaster)
26 – Call Center from 5:30 – 7:30 p.m.

SAVE THE DATE

July 18-27 – Lancaster Festival
September 26 – Real Estate Summit –
Serving Those Who Have Served

Fairfield County Auditor's Office | [Website](#)



Fairfield County Auditor's Office | 108 North High Street, Lancaster, OH 43130

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County Spotlight

COMMISSION CONNECT: SERVE. CONNECT. PROTECT.

WITH COMMISSIONER LEVACY

Serve. Connect. Protect. That's our motto here in Fairfield County.

Watch the video below to hear from Commissioner Dave Levacy as he discusses with some of our Fairfield County employees the different ways that they serve, connect, and protect our communities.



FAIRFIELD COUNTY SEEKS USDA GRANT TO STRENGTHEN REGIONAL FOOD SYSTEMS

Fairfield County announces its application for the USDA's Regional Food System Partnerships Program grant! This initiative reinforces our commitment to agriculture and farming amidst ongoing regional growth. The grant will support a network of food producers and distributors across Fairfield County and neighboring communities.



Read more about this exciting opportunity and how it will benefit our region [here](#).

CULTIVATING COMMUNITY: CELEBRATING THE RIBBON CUTTING OF OUR NEW COMMUNITY GARDEN



Earlier this month, the Fairfield County Health Department held the official ribbon cutting for the NEW community garden! The garden is

located at Lancaster Camp Ground, Inc. and consists of a large garden bed that will be used for education purposes, as well as several 8'x4' beds available for community members to rent. The beds are \$20 each for the season. If you are interested in renting a plot, or volunteering to help with the educational plot, please [contact Bethany Carson](#).

Fairfield County looks forward to seeing how this project enhances access to fresh food for community members! Learn more about the garden using the button below.

[LEARN MORE ABOUT THE COMMUNITY GARDEN](#)

MAY PROCLAMATIONS

"May" you join us in recognizing these people, organizations, and occasions of outstanding achievement and significance?

The Board of Commissioners voted to approve proclamations declaring May as Foster Parent Appreciation Month, Public Assistance Fraud Awareness Month, Mental Health Month, and Military Appreciation Month. Additionally, they recognized May 15 as Peace Officers Memorial Day and May 19-25 as National Travel and Tourism Week.



CELEBRATING 35 YEARS OF COMMUNITY SUPPORT WITH THE FAIRFIELD COUNTY FOUNDATION

As we celebrate the theme of Community Support this month, we honor the impactful work of the Fairfield County Foundation.



The Foundation has been strengthening our communities through charitable funds and acts for 35 years. Beyond traditional grantmaking, the Foundation uplifts our community through scholarships, community leadership, and strategic grant allocations that support education, healthcare, arts, and culture. Their commitment to strengthening local nonprofits and empowering individuals has made a lasting impact, shaping a brighter future for Fairfield County.

Join us in supporting local initiatives that make a difference! Learn more about the Foundation [here](#).

Community Corner

DEPARTMENT SPOTLIGHT - FAIRFIELD COUNTY ADAMH BOARD



In recognition of Mental Health Awareness Month, we are shining a spotlight on the Fairfield County Alcohol, Drug Addiction, and Mental Health (ADAMH) Board. The ADAMH Board plays a critical role in our community by providing mental health and addiction services, ensuring access to resources for those in need.

The ADAMH Board's efforts extend to prevention, treatment, and recovery services, helping individuals and families navigate mental health challenges with compassion and expertise. Services include:

- **Counseling Services:** The ADAMH Board funds counseling services for individuals and families coping with mental health challenges, including depression, anxiety, trauma, and addiction.
- **Crisis Intervention:** They provide crisis intervention services and support for individuals experiencing mental health crises, connecting them with appropriate resources and treatments.
- **Substance Abuse Programs:** The ADAMH Board supports programs that offer substance abuse treatment and recovery services, helping individuals overcome addiction and regain stability.
- **Prevention Programs:** They implement prevention programs in schools and communities to educate youth and adults about the risks of substance abuse and promote healthy choices.
- **Community Education:** The ADAMH Board offers workshops, seminars, and training sessions to increase awareness of mental health issues and equip community members with tools to support mental wellness.

For more information about the ADAMH Board and their upcoming events, please visit their website [here](#). Let's unite to prioritize mental health and well-being for everyone in Fairfield County.



GROWING A HEALTHIER COMMUNITY.

FAIRFIELD COUNTY PARTICIPATES IN WORLD'S LARGEST DIAPER DRIVE

Yeah, baby!

Fairfield County employees recently teamed up with Bottoms Up Diaper Bank by participating in the "World's Largest Diaper Drive," and contributed approximately 7,400 diapers!



Every day, parents in our communities struggle to cover the cost of purchasing enough diapers to keep their children clean, dry, and healthy. Diaper banks and organizations from across Ohio joined together with the shared goal of collecting diapers to help those in need.

CELEBRATING WORKFORCE CENTER GRADUATES

Fairfield County recently celebrated the graduation of students from the Workforce Center, marking a significant milestone in their career journeys.

Commissioner Dave Levacy attended the ceremony, commending the graduates for their hard work and dedication. The event highlighted the county's commitment to providing valuable skills and opportunities, helping to build a stronger, more capable workforce.

Congratulations to all the graduates on their achievements and best wishes for their future endeavors!



ON WITH AUNIE: JON KOCHIS, EMERGENCY MANAGEMENT DIRECTOR

Tune in to Episode 10 of On with Aunie, featuring Jon Kochis from Fairfield County Emergency Management Agency! Discover expert tips on severe weather preparedness and how YOU can stay informed when severe weather occurs. Don't miss this important discussion - watch below!



Fairfield Forward

AIRPORT UPDATES: EXPANDING FACILITIES AND INFRASTRUCTURE

Fairfield County Airport (LHQ) is undergoing exciting developments to enhance its capabilities and accommodate the growing demand for aviation services in our region. LHQ serves a diverse range of users, including general aviation enthusiasts, corporate travelers, and businesses. They contribute significantly to our local economy and transportation network.

One of the major developments underway at LHQ is the expansion of current hangar storage. The Airport Master Plan has identified a need for additional hangar storage to support the growing demand from general aviation and corporate aircraft users. Expansion needs and important details include:

- New individual t-hangars, designed for general aviation enthusiasts, and larger units (60'x60'), suitable for larger aircraft like twin-engine planes or corporate jets, are being designed to meet these demands.
- The Fairfield County Commissioners have committed to this expansion project, recognizing its importance for economic growth and improving transportation access for commercial businesses in our county.
- Currently, these hangar projects are in the bidding process and expected to break ground in the coming weeks, signaling a significant investment in our local infrastructure and aviation sector.

In addition to hangar expansion, LHQ is upgrading its water and sewer systems to support current operations and future growth. This project was funded by the Fairfield County Commissioners providing a grant through the American Rescue Plan program. The ongoing developments at Fairfield County Airport exemplify our community's dedication to fostering economic growth, enhancing transportation access, and supporting the needs of aviation enthusiasts and businesses.



ROAD CLOSURES AND UPCOMING PROJECTS

Stay up-to-date on the latest road closures and upcoming projects on the Engineer's page using the link below.



[ENGINEER'S PAGE](#)

Job Openings

Check out the current job openings in Fairfield County by scanning the QR code below, or [clicking here](#).



Board Openings

The following boards currently have vacancies:

Regional Planning Commission: Agriculture, Education, and Minorities.

- **Agriculture:** This representative would ideally be a producer, processor or some other related agriculture field and would represent the interest of the agriculture and farming community in all the RPC's planning activities.
- **Education:** The representative would ideally be from a K-12, technical or higher education to represent the interest of the educational community in all the RPC's planning activities.
- **Minorities:** This representative would ideally be from or serve a minority population to represent minority views and interest in the community.

- **Requirements:** Must be a Fairfield County resident. Board members serve three year terms. Meetings will take place at 6 p.m. every Tuesday of the month. Potential subcommittee meeting attendance depending upon the RPC's current project load. Occasional attendance at County Commissioners meetings required.

Law Library Board: The law library board provides legal research, reference, and library services to the county and to the municipal corporations, townships, and courts within the county and shall manage the coordination, acquisition, and utilization of legal resources.

- **Requirements:** Board members serve 5 year terms.

Important Dates & Events

Mark your calendars for these important dates in the county!

Career Signing Day - 2 p.m. on June 6 at the Workforce Center

Blood Drive - 10 a.m. to 3 p.m. on June 11 at Fairfield County Job and Family Services

Job and Family Services Elder Abuse Awareness Breakfast - 8 a.m. on June 12 at Life Church

The Chase Haley Project 2-Mile Run/Walk - 8 a.m. on June 22 at Ohio University Lancaster

Office Closures

June 19 - Offices closed for Juneteenth



Blood Drive Fairfield County Job and Family Services

Job and Family Services Conference Room
239 W. Main Street
Lancaster, OH 43130

**Tuesday, June 11, 2024
10:00 a.m. to 3:00 p.m.**

Please call 1-800-RED CROSS (1-800-733-2787) OR visit RedCrossBlood.org and enter Fairfield/FS to schedule an appointment.

Streamline your donation experience and save up to 15 minutes by visiting RedCrossBlood.org/RapidPass to complete your pre-donation reading and health history questions on the day of your appointment.

Do Good Things! Come to give blood June 10 through 30 for a \$10 e-gift card! See redblood.org/DoGood

1-800-RED CROSS | RedCrossBlood.org | Download the Blood Donor App
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Your County Commissioners



[Steve Davis](#)



[David L. Levacy](#)



[Jeff Fix](#)

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Fairfield County Workforce Programs

Fairfield County Commissioners
Listen and Learn
June 4, 2024



Area 20 Workforce Development Board



Workforce Development Area 20

Fairfield, Hocking, Pickaway, Ross & Vinton Counties

A proud partner of the American Job Center network

- Serves Fairfield, Pickaway, Ross, Hocking, and Vinton counties
- Comprised of 26 businesses, education providers, and community organizations
- Oversight of OhioMeansJobs Centers and provides services to local job seekers and employers

Fairfield County Representation



Fairfield
Medical Center



CLAYPOOL
ELECTRIC
DESIGN AND CONSTRUCTION



MID WEST FABRICATING CO.



Special Projects: MORPC Van Pool



Special Projects: Employer Services Marketing

Team up with your workforce!

Introducing Incumbent Worker Training (IWT) through Workforce Innovation and Opportunity Act (WIOA)

Train them, retain them and earn **money back!**

Workforce Development Area 20
Fairfield, Findlay, Findlay, Mass & Van Wert Counties
A proud partner of the American Job Center network

Q&A

Workforce Innovation and Opportunity Act (WIOA)

What is OJT?
OJT stands for on-the-job training and is an opportunity for employers to receive reimbursement for new employee training wages.

What is IWT?
IWT stands for Incumbent Worker Training and is an opportunity for employers to be reimbursed for training provided to their employees.

What are the eligibility requirements?
To participate in an OJT, the prospective employee either needs to be unemployed or make income below 300% of the federal poverty guideline. Eligibility needs to be determined BEFORE the employee is officially hired. We strongly encourage employers to hire prospective employees regardless of their OJT eligibility. To participate in an IWT, most participants must be employees for six months. Training must be provided by an

How do we invoice?
The invoicing will be completed monthly, and the business will be provided with an invoice sheet to complete. The business will also need to provide a training summary that outlines the training the employee received during the invoice period.

What's the catch?
There is no catch, these programs aim to help businesses grow their workforce.

Workforce Development Area 20
Fairfield, Findlay, Findlay, Mass & Van Wert Counties
A proud partner of the American Job Center network

Find your workforce here - for FREE!

- ✓ Hiring events
- ✓ Recruitment
- ✓ Job postings
- ✓ Training reimbursement

Get Reimbursed up to **50%** of eligible employees' wages!

Workforce Development Area 20
Fairfield, Findlay, Findlay, Mass & Van Wert Counties
A proud partner of the American Job Center network



Youth Employment Program – Next Step



EMPLOYMENT PROGRAM

- Youth providers in each county
- Funding for training
- Career driven case management and supportive services

Career Readiness Endorsement



- Fairfield Union: 17
- Walnut Township: 17
- Amanda: 5
- Liberty Union: 7
- Lancaster: 34
- Pickerington North: 6
- Pickerington Central: 7
- Workforce Center: 81

Total: 174 students

Pre-Apprenticeship Graduates



- Carpentry: 13
- Electrical: 23
- HVAC: 18
- Water: 5
- Industrial Tech: 5
- Phlebotomy: 17

Total: 81

EXPLORE Summer Camps



**Summer camps offered
this year:**

Healthcare Heroes
All Girls STEM
Builders Camp
Totally Techbots



Moving into next year...



Increased adult programming



Discovery Days

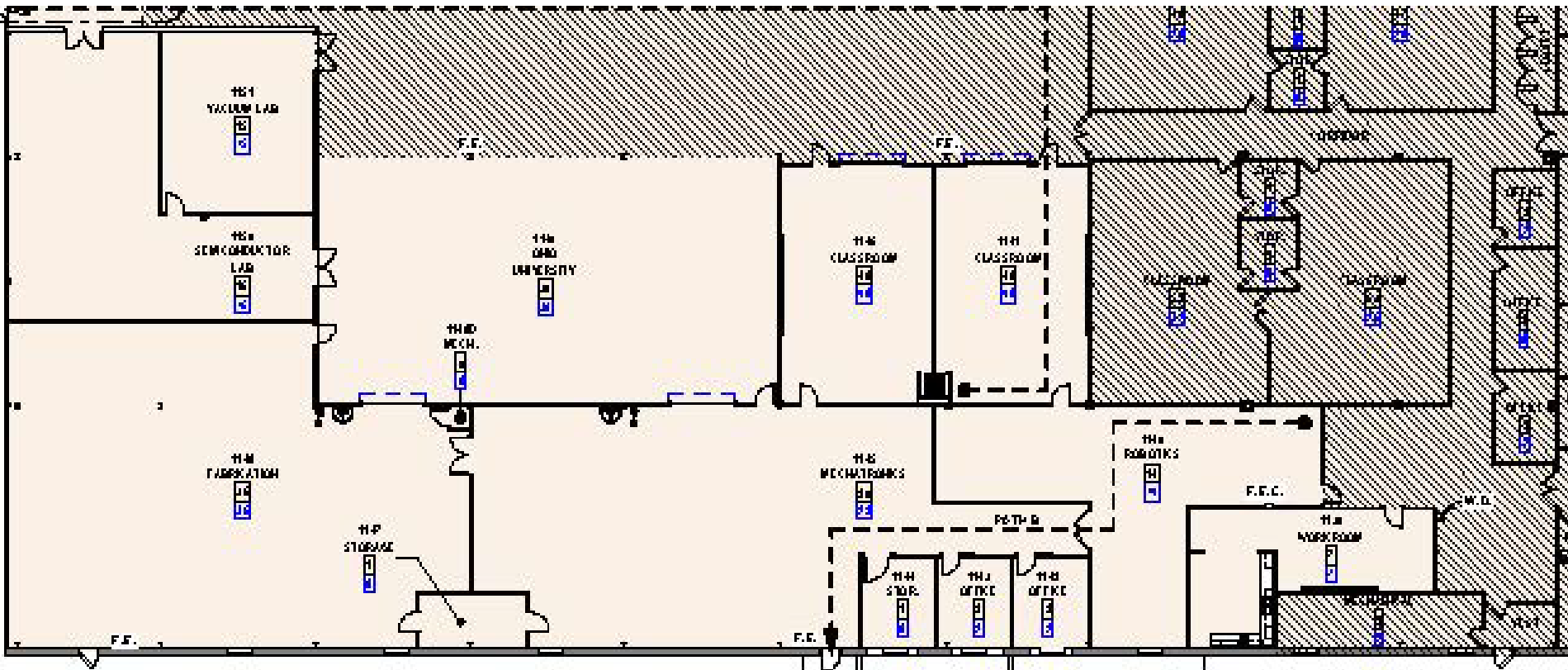


5G program in partnership with Eastland Fairfield

Engineering Tech Lab Expansion

[Lab Space 3D](#)

[Exterior View of Lab in 3D](#)



Future Program Expansion

STNA and Pre
Nursing Lab

Respiratory
Therapy

Driver's Ed

CDL

Tower
Program



Thank You

Rick Szabrak

Rick.Szabrak@FairfieldCountyOhio.gov

740-652-7162



REGULAR MEETING #24 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JUNE 04, 2024

AGENDA FOR TUESDAY, JUNE 04, 2024

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for May 28, 2024
- Commissioners
- 2024-06.04.a A Resolution Approving the Appointment of Aaron Kennedy, and an Alternate, to the Ohio Transportation Risk Pool Board [Commissioners]
- 2024-06.04.b A Resolution to Authorize the Establishment of a New Fund for Public Transit [Commissioners]
- 2024-06.04.c A Resolution Authorizing Appropriations from Unappropriated into Major Expense Categories for the General Fund# 1001, Fund-to-Fund Transfer to the Hangar 2023 Capital Projects Fund, and Appropriations from Unappropriated into Major Expense Categories for the Hangar 2023 Capital Projects Fund [Commissioners]
- 2024-06.04.d A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2876, American Rescue Plan [Commissioners]
- Fairfield County Economic & Workforce Development
- 2024-06.04.e A Resolution Authorizing the Execution of an Engagement Letter between Fairfield County and Bricker Graydon LLP to Provide Counsel to the County in Connection with a Tax Increment Financing (TIF) Program [Economic & Workforce Development]
- 2024-06.04.f A Resolution Authorizing the Execution of an Engagement Letter with Argus Growth Consultants, Ltd, a Subsidiary of Bricker Graydon LLP, and Fairfield County for Consulting Services Related to the DHL Site TIF [Economic & Workforce Development]
- 2024-06.04.g A Resolution Authorizing the Execution of an Engagement Letter with Argus Growth Consultants, Ltd, a Subsidiary of Bricker Graydon LLP, and Fairfield County for Consulting Services Related to the MedVet Site TIF [Economic & Workforce Development]

Fairfield County Facilities

2024-06.04.h A Resolution Authorizing the Approval Bid Award for the Airport Hangar Project [Facilities]

2024-06.04.i A Resolution for Change Order #2 to the Contract between Gutknecht Construction and the Fairfield County Commissioners [Facilities]

Fairfield County Regional Planning Commission

2024-06.04.j A Resolution to Approve an Award of Bid to Nash Builders for the CDBG PY2022 Village of Pleasantville Ballfield Improvements [Regional Planning Commission]

2024-06.04.k A Resolution Authorizing the Approval of a Contract Agreement by Fairfield County Board of County Commissioners and Cooper Concrete Services LLC [Regional Planning Commission]

2024-06.04.l A Resolution to Approve an Award of Bid to Spires Paving Company for the CDBG, PY2022 Village of Pleasantville Hickenlooper Street Improvement Project [Regional Planning Commission]

Payment of Bills

2024-06.04.m A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval [Commissioners]

The next Regular Meeting is scheduled for June 11, 2024, 9:00 a.m.

Adjourn

Regional Planning Commission Meeting, 138 W. Chestnut St., Lancaster, 6:00 p.m.

Regular Meeting #23 - 2024
Fairfield County Commissioners' Office
May 28, 2024

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Budget Officer, Staci Knisley; Budget Director, Bart Hampson; Deputy Director of JFS, Heather O'Keefe; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic and Workforce Development Deputy Director, Deshawn Toney; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Steven Darnel and Amy Brown-Thompson; Auditor, Dr. Carri Brown; Deputy Director of Operations for the Engineer's Office, Jason Grubb; Recorder, Lisa McKenzie; Interns, Kara Wilmoth and Kelson Carey; ADAMH Executive Director, Marcy Fields; ADAMH Program Coordinator, Miranda Gray; RPC Interim Director, Holly Mattei; JFS Adult Protective Services, Chloe Griffith, Kate Varga, and Jennifer Donnell; Health Department's Director of Health Promotion, Baylie Blevins; Visitation Center Director and Staff, Mandi Crist, E. Household, Addie Sexten, and Kelly Kouchel; and Domestic Court Judge, Laura Smith. Also in attendance: Sherry Pymmer; Carrie Ayers; Lydia Coakley; Bryan Everitt; Jennifer Henery; Billy Robinette; and Anthony Taylor.

Virtual attendees: Joshua Horacek, Sarah Fortner, Tiffany Daniels, Arika Farrar, Toni Ashton, Belinda Nebbergall, Jessica Murphy, Deborah, Aubrey, Austin Lines, Lori Hawk, Gregory Forquer, Nicole, Jennifer Morgan, Stacy Hicks, Shelby Hunt, Ashley Arter, Abby Watson, Jeffrey Barron, Britney Lee, and Brian Wolfe.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Introduction of Interns

Mr. Kochis introduced the new Facilities Department intern, Kelson Carey, who is an Engineering student at OSU.

Mr. Carey stated he was happy to be interning with the county.

Kara Wilmoth, the new Human Resources intern, stated she is a sophomore at Kent State University and that she is in her third week of the internship.

Ms. Cordle spoke about the opportunities provided by the MORPC Internship Program.

Listen & Learn, ADAMH Executive Director, Marcy Fields

Commissioner Levacy spoke about the ADAMH dinner and welcomed the Executive Director of ADAMH, Marcy Fields. Ms. Fields provided a PowerPoint presentation which is available in the minutes and spoke about ADAMH, a county level behavioral health agency authorized by the ORC. ADAMH operates a 14 member volunteer board with 13 staff members and is a local entity that serves Fairfield County. The Fairfield County ADAMH system consists of 14 Network of Care agencies, hosts over sixty training and educational events each year, and is partially funded by federal and state grants. Two-thirds of the board's budget comes from local taxpayer dollars. Additional agency vendors are used for services such as recovery housing and the board continues to build the crisis care continuum. Ms. Fields spoke of the opening of the STARLight Center, a short-term voluntary treatment center for adults in crisis and

Regular Meeting #23 - 2024
Fairfield County Commissioners' Office
May 28, 2024

OhioGuidestone, the Network of Care provider who staffs the STARLight Center. She then introduced Miranda Gray to speak about Venture Place, the Supported Housing & Homeless Outreach Project with a 24 unit apartment building for those at risk of homelessness.

Ms. Gray spoke about Tim Hubbell, the Lutheran Social Services staff member, that continues to meet with unsheltered folks in the community. For the fiscal year 2025, the allocation has been increased to LSS so that Tim can get individuals what they need. ADAMH is contributing and the county is also providing \$3M in funding. Fairfield Center of Hope will provide programming for Venture Place and the project will provide for renovations at the LSS shelter located at 1665 E. Main Street, and for the addition of three apartments at Fairhaven Place for Veterans Housing.

Ms. Fields spoke about the next goals and projects, and about a community assessment performed in part by the Ohio University Voinovich School

Ms. Gray spoke about workforce barriers due to a lack of licensed clinicians for support services and Ms. Fields and Ms. Gray played two videos regarding workforce development and the recruitment of behavioral health professionals in Fairfield County.

Ms. Cordle stated that the workforce videos could be added to the county's social media.

Commissioner Levacy spoke about staff funding, and compliance with federal rules for healthcare professionals.

Commissioner Fix spoke about the great strides of the Fairfield County ADAMH Board.

Commissioner Davis stated that Ms. Field's leadership is a point of pride for Fairfield County.

ADAMH Board Interview, Dr. Cenell Boch

Dr. Boch joined the meeting virtually and introduced herself.

Commissioner Fix asked Dr. Boch about her background and why she was interested in volunteering on the ADAMH board.

Dr. Boch spoke about her education and stated that she has 25 years' experience in health and welfare promotion. She stated that she has enjoyed working with the ADAMH board as a presenter and that she has a non-profit where she promotes health and wellness in the community.

Commissioner Fix asked Dr. Boch what she believed was the greatest opportunity for ADAMH.

Dr Boch replied that she believed the greatest opportunity would be to add more youth services.

Commissioner Fix thanked Dr, Boch for her willingness to serve and stated that volunteer positions in our community are very important.

Commissioner Davis asked Dr. Boch about her process to prepare for the interview.

Dr. Boch spoke about her interaction with the ADAMH board and completing the application.

Commissioner Levacy stated that there is a time commitment involved when volunteering for the ADAMH board and asked if she would have the available time.

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Fairfield County Commissioners' Office
May 28, 2024

Dr. Boch stated she would like to speak with the board about the possibility of an increase in the time commitment.

Ms. Fields stated that she had worked with Dr. Boch previously and that she lives in an area of the county that does not currently have representation on the board.

Commissioner Levacy spoke about the many volunteer opportunities in the county.

Commissioner Fix added that Dr. Boch does a nice job working with the Bremen chamber.

ADAMH Board Interview, Baylie Blevins

Commissioner Levacy introduced the next applicant, Baylie Blevins who works with the Fairfield County Health Department.

Ms. Blevins spoke about graduating from the University of Akron with a degree in Emergency Management and added that she is currently pursuing her master's degree at Kent State University.

Commissioner Fix asked about Ms. Blevins' desire to be on the ADAMH board.

Ms. Blevins spoke about her passion to get involved with the mental health field and added that the ADAMH board does a great job with mental health equity.

Commissioner Davis asked Ms. Blevins about her process to prepare for the interview.

Ms. Blevins stated that she first ensured that there was not a conflict with her current role and then filled out the application.

Commissioner Levacy asked Ms. Blevins if she has the available time for the commitment and Ms. Blevins replied that the ADAMH board commitments align perfectly with her schedule.

Commissioner Fix thanked Ms. Blevins for applying, and for her willingness to serve.

Community Development Block Grant (CDBG) 2nd Hearing

Ms. Mattei spoke about the Community Development Block Grant Program process and provided a PowerPoint presentation. She stated that Fairfield County participates in the allocation program and that the City of Lancaster is considered an entitlement community under the program. The allocation for the project totals \$390,000. The Village of Rushville has sewers and lagoons over 30 years old and the flow meter needs to be replaced. The Village of Amanda needs ADA curb ramps and the Village of Bremen, walking path repairs and replacement. The Neighborhood Revitalization Program is designed to improve the quality of life in distressed residential areas and is comprised of grants and matching funds. The Village of Bremen will match \$45,000 of funding for items such as paving, drainage, sidewalks, community pool improvements, and a softener at the water treatment plant. She stated that once the Commissioners adopt the authorizing resolution, Regional Planning would complete and submit the grant application to the state.

Commissioner Davis complimented Mayor Henderson from the Village of Pleasantville for being so very gracious to other communities when they are awarded funding.

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Fairfield County Commissioners' Office
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Carrie Ayers from the Village of Amanda, Jennifer Hennery from the Village of Rushville, and Anthony Taylor (Mayor), Lydia Coakley, and Billy Robinette, from the Village of Bremen all spoke briefly about their projects and thanked the Regional Planning Commission and the Commissioners for their parts in the CDBG grant process.

Commissioner Levacy closed the CDBG Hearing at 9:53 a.m.

Proclamations

The Commissioners recognized Supervised Visitation Month by providing a proclamation to Judge Smith and the staff of the Visitation Center. Judge Smith thanked the Commissioners for their support of the Visitation Center and spoke about the vital role the center plays for families and about funding provided through grants. She added that the Commissioners also support the Visitation Center and that the center has become a model for other communities.

The Commissioners provided a proclamation to the Adult Protective Services (APS) team at Job and Family Services, for Elder Abuse Awareness Month. The APS team, including Heather O'Keefe, Chloe Griffith, Kate Varga, and Jennifer Donnell, thanked the Commissioners for recognizing Elder Abuse Awareness Month and spoke about the upcoming breakfast to bring awareness on June 12, 2024, at 8:00 a.m., at the Life Church Vineyard in Pleasantville.

Legal Update

There was no legal update.

County Administration Update

- *The County Administration Update was provided by County Administrator, Aundrea Cordle, unless otherwise noted.*

Week in Review

Interim Dean of Campus and Community Relations, Ohio University Lancaster

I received an email from Dr. Lewatis McNeal, Ohio University Vice Provost for Regional Higher Education and Partnerships, announcing the appointment of Dr. Martha Kline as the Interim Dean of Campus and Community Relations at Ohio University Lancaster. Dr. Kline has been a part of the Ohio Lancaster community since 1996 in various roles, including Coordinator for the University Division and Faculty Chair. She most recently served as the Associate Professor of Chemistry. Dr. Kline's impressive career includes a Research Associate at the Center for Drug Discovery in Gainesville, Florida, and a Post doctoral Fellowship at the University of British Columbia in Vancouver. She holds a PhD from the University of North Carolina in Chemistry.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

Regular Meeting #23 - 2024
Fairfield County Commissioners' Office
May 28, 2024

There are 27 resolutions on the agenda for the voting meeting.

Resolutions of note:

- There is a resolution to approve two proclamations. One proclamation recognizing May as Supervised Visitation Awareness Month and the other recognizing June as Elder Abuse Awareness Month.
- There is a resolution to reappoint Dr. Matt Wideman to the Fairfield County District Library Board of Trustees.
- You have a resolution declaring it necessary to levy a tax in excess of the ten mill limitation for a renewal of an existing Mental Health Services Levy for the November 5th General Election on behalf of the ADAMH Board.
- There are two resolutions from the Engineer's Office to approve agreements with Michael Baker International, Inc. for engineering services for bridge replacement projects.
- A resolution from the Engineer's Office to contract with The Shelly Company for resurfacing.
- A resolution to approve an agreement between Fairfield County and the Fairfield County TID for the road realignment project on Basil-Western Rd.
- A resolution approving an agreement for Proline Electric to complete the Fairfield Center project. The selected contractor did not complete the job and the Surety Bond was held by HARCO Insurance who have selected Proline Electric.
- A resolution approving a lease agreement with Lancaster-Fairfield Community Action for space at the Tussing Road Government Services Center.
- A resolution to approve the 2024 CDBG Neighborhood Revitalization Program one behalf of the Village of Bremen. This will include paving and drainage improvements, sidewalks, softener resin replacement at the water treatment plant, community pool improvements, and administrative costs.
- A resolution to approve the 2024 CDBG Grant Block Program which includes the programs and activities discussed in the Hearing today.
- There are two resolutions from the Sheriff's Office. One to enter into a grant agreement with ODNR for their Marine Patrol Assistance Program. And a resolution to approve a one-year extension between the Sheriff's Office and TeamHealth/Premier Physicians Services for medical services at the jail.

Budget Review

- Budget Director, Bart Hampson

Calendar Review/Invitations Received

- ***The review of calendar items, invitations received, and correspondence received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen.***
 - South Licking Water Conservancy District Meeting, May 28, 2024, 6:00 p.m., Licking County Agricultural Center, 771 E. Main St., Newark
 - Public Information Meeting – Eastern Cottontail Project, May 29, 2024, 5:00 p.m., Fairfield Union High School, 6675 Cincinnati-Zanesville Rd. NE, Lancaster

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Fairfield County Commissioners' Office
May 28, 2024

Correspondence Received

- Fairfield County Sheriff's Office 2023 Annual Report
- Email from Dr. Lewatis McNeal, Ohio University Vice Provost for Regional Higher Education and Partnerships Regarding Appointment of Dr. Martha Kline
- Lancaster Eagle Gazette, Jeff Barron, May 22, 2024, "Fairfield County Commissioners Pass Resolution Calling for Solar Field Exclusionary Zones"
- Letter from Carrie Ayers, Village of Amanda Fiscal Officer, Regarding Parking and Sidewalks for Community Park, and Response from Engineer's Deputy Director of Operations, Jason Grubb
- Memo, Dr. Carri Brown, County Auditor, May 23, 2024, Subject: Principal Taxpayers – Public Utility Tax
- Fairfield County Auditor's Wins of the Weeks, May 23, 2024
- For Immediate Release, Visit Fairfield County Ohio, May 2024, "Lancaster, Ohio, to Host 2024 Great Race Stop"
- Correspondence and Voice Mails Regarding Industrial Solar

Regular (Voting) Meeting

The Commissioners started their Regular (Voting) portion of the meeting, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Budget Officer, Staci Knisley; Budget Director, Bart Hampson; Deputy Director of JFS, Heather O'Keefe; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic and Workforce Development Deputy Director, Deshawn Toney; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Steven Darnel and Amy Brown-Thompson; Auditor, Dr. Carri Brown; Deputy Director of Operations for the Engineer's Office, Jason Grubb; Recorder, Lisa McKenzie; Interns, Kara Wilmoth and Kelson Carey; ADAMH Executive Director, Marcy Fields; ADAMH Program Coordinator, Miranda Gray; JFS Adult Protective Services, Chloe Griffith, Kate Varga, and Jennifer Donnell; Health Department's Director of Health Promotion, Baylie Blevins; Visitation Center Director and Staff, Mandi Crist, E. Household, Addie Sexten, and Kelly Kouchel; and Domestic Court Judge, Laura Smith. Also in attendance: Sherry Pymer; Carrie Ayers; Lydia Coakley; Bryan Everitt; Jennifer Henery; Billy Robinette; and Anthony Taylor.

Virtual attendees: Joshua Horacek, Sarah Fortner, Tiffany Daniels, Arika Farrar, Toni Ashton, Belinda Nebbergall, Jessica Murphy, Deborah, Aubrey, Austin Lines, Lori Hawk, Gregory Forquer, Nicole, Jennifer Morgan, Stacy Hicks, Shelby Hunt, Ashley Arter, Abby Watson, Jeffrey Barron, Britney Lee, and Brian Wolfe.

Pledge of Allegiance

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

Announcements

There were no announcements.

**Regular Meeting #23 - 2024
Fairfield County Commissioners' Office
May 28, 2024**

Approval of Minutes for May 21, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, May 21, 2024, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from the Fairfield County Board of Commissioners

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Board of Commissioners:

- 2024-05.28.a A Resolution Authorizing the Approval of Proclamations
- 2024-05.28.b A Resolution Approving the Appointment of Mr. Matt Wideman to the Fairfield County District Library Board of Trustees
- 2024-05.28.c A Resolution to Approve a Memo Expense for Interest Allocation Reimbursements for Fairfield Department of Health, Fairfield County Parks, and Fairfield County Port Authority, Fund #'s 7012,7321,7308, and 7865
- 2024-05.28.d A Resolution Authorizing to Appropriate from Unappropriated into a major Expenditure Categories to the General Fund #1001, Fund-to-Fund Transfers, and Memo Transactions from General Fund #1001 to the Basil Western 629 Fund and TID Fund #7790.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of a Resolution from the Fairfield County ADAMH Board

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County ADAMH Board:

- 2024-05.28.e A Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation for a Renewal of an Existing Mental Health Services Levy for the November 5, 2024, General Election on Behalf of the Fairfield County ADAMH Board

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of a Resolution from Fairfield County Court of Common Pleas

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Court of Common Pleas :

**Regular Meeting #23 - 2024
Fairfield County Commissioners' Office
May 28, 2024**

2024-05.28.f A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2852, Target Community Alt to Prison

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of a Resolution from the Fairfield County Emergency Management Agency

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Emergency Management Agency:

2024-05.28.g A Resolution to Authorizing an Account-to-Account Transfer for EMA Fund #2890, Sub Fund #8324, hazardous Materials Emergency Planning, and #2091 Local Emergency Planning Committee Funds

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of a Resolutions from Fairfield County Engineer

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Engineer:

2024-05.28.h A Resolution to Approve an Agreement between Fairfield County and Michael Baker International, Inc. for the PLE-32 Bridge Replacement Project

2024-05.28.i A Resolution to Approve an Agreement between Fairfield County and Michael Baker International, Inc. for the PLE-33 Bridge Replacement Project

2024-05.28.j A Resolution to Approve the Contract with The Shelly Company for the FAI-CR17/31 Resurfacing Project

2024-05.28.k A Resolution to Approve the Notice to Commence for the FAI-CR17/31 Resurfacing Project

2024-05.28.l A Resolution to Approve an Intergovernmental Agreement with the Fairfield County Transportation District Relative to the Basil-Western Road Realignment Project

2024-05.28.m A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, County Engineer 2024, Motor Vehicles for Repairs and Maintenance

2024-05.28.n A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category County Engineer Fund #2024, Motor Vehicles for Materials and Supplies

Regular Meeting #23 - 2024
Fairfield County Commissioners' Office
May 28, 2024

2024-05.28.o A Resolution to Request for Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund #3445, Refugee Rd. CR7-1.94

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from Fairfield County Facilities

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Facilities:

2024-05.28.p A Resolution Authorizing the Approval of a Agreement Allowing Proline Electric to Become the Completion Contractor at the Fairfield Center for the Renovation Project

2024-05.28.q A Resolution Authorizing the Approval of a Lease Agreement with Lancaster-Fairfield Community Action for Office Space at the Tussing Road Government Services Center

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of a Resolutions from the Fairfield County Family and Children First Council

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Family and Children First Council:

2024-05.28.r A Resolution Approving a Contract between the Fairfield County Family and Children First Council and the Fairfield County ADMAH for Program Services State FY 2025

2024-05.28.s A Resolution Approving a Grant Agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Family and Children First Council and the Ohio Department of Children and Youth and the Ohio Department of Developmental Disabilities for State FY 2025

2024-05.28.t A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Personnel for April Activity Paid to the Fairfield County Health Department as a Memo Expenditure for Fund #7521

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of a Resolution from Fairfield County Job and Family Services

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Job and Family Services:

**Regular Meeting #23 - 2024
Fairfield County Commissioners' Office
May 28, 2024**

2024-05.28.u A Resolution Approving the 2025 Title XX Social Services Block Grant County Profile Report

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of a Resolution from Fairfield County Juvenile/Probate Court

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Juvenile/Probate Court:

2024-05.28.v A Resolution Authorizing the Approval of the FY 25 Juvenile Court Funding Application Update with the Ohio Department of Youth Services

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from the Fairfield County Regional Planning Commission

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Law Library:

2024-05.28.w A Resolution to Approve the FY 2024 Community Development Block Grant neighborhood Revitalization Program

2024-05.28.x A Resolution to Approve the FY 2024 Community Development Grant Allocation Program Application

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from the Fairfield County Sheriff

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Regional Planning Commission:

2024-05.28.y A Resolution to Enter into a Grant Agreement with the Ohio Department of Natural Resources

2024-05.28.z A Resolution Authorizing the Approval of a One-Year Contract Extension between TEAMHEALTH/Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of the Payment of Bills

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution for the Payment of Bills:

Regular Meeting #23 - 2024
Fairfield County Commissioners' Office
May 28, 2024

2024-05.28.aa A Resolution Authorizing the Approval of Payment of Invoices
for Departments that Need Board of Commissioners Approval

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Public Comments

Sherry Pymer of Walnut Township thanked the Commissioners for passing a resolution regarding exclusionary zones for industrial solar projects.

Old Business

Commissioner Fix spoke about Memorial Day and those that made sacrifices for our freedoms.

Commissioner Levacy spoke about serving in the armed forces and his friends who lost their lives in the Vietnam War. He also spoke about his father-in-law who lost his leg in the battle of the Bulge during WWII. He stated that the sacrifices of members of our armed forces, past and present, are why we are here and can live as we do.

New Business

Dr. Brown provided an update of her office and spoke about a research analysis of home sales and added that the median price of homes in Fairfield County is well over \$300,000.

Commissioner Levacy asked if there has been a reduction in home prices.

Dr. Brown replied that there has not been a reduction but that prices are not rising as they have in the past several years. She spoke about providing written testimony to legislators regarding the Homestead Program and about the process for electronic lot splitting, which will be ready by the end of 2024.

Ms. Toney spoke about the Workforce Center's electrical students and their opportunities to start employment in that field. She added that the Workforce Center anticipates having at least 100 graduates in 2025 and spoke about the Center's summer camps. She stated there are still openings for 6, 7, and 8th grade students in the camps. She also stated that OU received a grant that will support a summer program for phlebotomy certification and added that the construction on the Engineering Lab has started.

Commissioner Levacy spoke about the phlebotomy portion of his paramedic training.

Commissioner Fix thanked Ms. Toney for the work she is doing at the Workforce Center.

Mr. Kochis spoke about the starting of the Engineering Lab project and spoke about the BMV project at the Fairfield Center. He added that the BMV delay was due to a contractor that was unable to complete the job.

Adjournment

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:25 a.m.

**Regular Meeting #23 - 2024
Fairfield County Commissioners' Office
May 28, 2024**

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, June 4, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster.

Motion by: Jeff Fix

Seconded by: Steve Davis

that the May 28, 2024, minutes were approved by the following vote:

YEAS: Jeff Fix, Steve Davis, Dave Levacy

NAYS: None

ABSTENTIONS:

*Approved on June 4, 2024

Dave Levacy
Commissioner

Jeff Fix
Commissioner

Steve Davis
Commissioner

Rochelle Menningen, Clerk

A resolution approving the appointment of Aaron Kennedy, and an alternate, to the Ohio Transportation Risk Pool Board.

WHEREAS, the Board of Commissioners is authorized to appoint a board seat and alternate on the Ohio Transportation Risk Pool. "OTRP"; and

WHEREAS, the Board of Commissioners wish to appoint Mr. Aaron Kennedy, Lancaster Fairfield Public Transit Director to the OTRP board.

WHEREAS, the Board of Commissioners wish to appoint Mr. Jeffrey Porter, Deputy County Administrator, as alternate to the OTRP board.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby appoint Aaron Kennedy to the OTRP board.

Section 2. That the Fairfield County Board of Commissioners hereby appoint Jeffrey Porter, as alternate to the OTRP board.

Section 3. That this appointment is effective July 1, 2024.

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2024-06.04.a

A Resolution Approving the Appointment of Aaron Kennedy, and an Alternate, to the Ohio Transportation Risk Pool Board

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to authorize the establishment of a new fund for Public Transit.

WHEREAS, establishing the fund structure is necessary; and

WHEREAS, revenues of the new fund are coming from Ohio Department of Transportation and other sources; and

WHEREAS, ORC 5705.09 (F) provides for creation of a special revenue fund.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That a special revenue fund called "Public Transit" and Subfund called "ODOT Operating" be created with the following:

Fund# 2 _____ GL# _____

Subfund# _____ GL# _____

Signature Page

Resolution No. 2024-06.04.b

A Resolution to Authorize the Establishment of a New Fund for Public Transit
(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing appropriations from unappropriated into major expense categories for the General Fund# 1001, Fund to Fund Transfer to the Hangar 2023 Capital Projects Fund, & appropriations from unappropriated into major expense categories for the Hangar 2023 Capital Projects Fund.

WHEREAS, the Board of Commissioners supports the construction of the new hangars at the Airport; and

WHEREAS, the public bidding process is completed; and

WHEREAS, additional cash and appropriations are necessary to encumber the purchase order for the project; and

WHEREAS, appropriated from unappropriated in major expense categories will update the 2024 budget; and

WHEREAS, a fund to fund transfer will transfer the additional general fund dollars to the Hangar 2023 Capital Projects Fund.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following major expenditure category for transfers:

\$ 833,019 to org# 12100149

Section 2. That the transfer of funds in the amount of \$833,019 hereby authorized as follows:

From: 12100149 700000 General Fund transfer
To: 12389600 439100 intergovernmental transfers in

Section 3. The Fairfield County Board of Commissioners appropriate from unappropriated into the following major expenditure category for capital outlay:

\$833,019 to org# 12389600 capital outlay

For Auditor's Office Use Only:

Section 1.

\$ 833,019 12100149 700000

Section 3.

\$833,019 12389600 570000

Section 4. *Issue an Amended Certificate in the amount \$833,019 credit of fund # 3896.*

Section 5. *Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12389600 439100 in the amount of \$833,019.*

Signature Page

Resolution No. 2024-06.04.c

A Resolution Authorizing Appropriations from Unappropriated into Major Expense Categories for the General Fund# 1001, Fund-to-Fund Transfer to the Hangar 2023 Capital Projects Fund, and Appropriations from Unappropriated into Major Expense Categories for the Hangar 2023 Capital Projects Fund

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2876, American Rescue Plan

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories;

WHEREAS, the use of ARP funds was authorized in resolution 2022-07.12.a and 2023-01.24.a;

WHEREAS, Fairfield County has received direct payments from the U.S. Treasury under the Coronavirus State and Local Fiscal Funds authorized by the American Rescue Plan Act, referred to as fiscal recovery funds;

WHEREAS, Fairfield County will use the funding in accordance with the American Rescue Plan Act and guidance from the U.S. Treasury;

WHEREAS, on April 20, 2021, Fairfield County set up a special revenue fund to receive the funds and account for the use of the funds (with special revenue fund #2876);

WHEREAS, on April 1, 2022, the U.S. Treasury issued its final rule;

WHEREAS, uses of the fiscal recovery fund can be to:

- Respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- Allow for the provision of government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (i.e., January 20, 2020); or
- Allow for the standard allowance of up to \$10,000,000 million dollars for the provision of government services; or

- Make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the Fairfield County Commissioners through resolution on January 25, 2022 authorized the election of the standard allowance up to \$10,000,000 for revenue loss; and

WHEREAS, the proposed project for Fairfield County safety and security projects and the use of the standard allowance for this project is a direct provision of government services;

WHEREAS, the project number R61r has been assigned to this project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$457,422.00 is hereby authorized as follows:

From: 12287600 R61g Capital Outlay
To: 12287600 R61r Capital Outlay

Prepared by: Bart Hampson

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$457,422.00

From: 2876, 12287600, 570000, Capital Outlay, R61g; \$457,422.00
To: 2876, 12287600, 574000, Equipment, Software & Fixtures,
R61r; \$457,422.00

Signature Page

Resolution No. 2024-06.04.d

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund # 2876, American Rescue Plan

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the execution of an Engagement Letter between Fairfield County and Bricker Graydon LLP to provide counsel to the County in connection with a tax increment financing (TIF) program

WHEREAS, the County has requested legal services and representation involving the provision of legal advice in support of the County's TIF program, including new legislation and specific changes to the school compensation agreements; and

WHEREAS, J. Caleb Bell and Tyler Compton will represent the County in this matter; and

WHEREAS, the fee for services is in an amount not to exceed \$15,000.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners hereby approves the Engagement Letter upon approval of all other parties and upon approval of the Fairfield County Prosecutor's Office.

Section 2. This resolution shall take effect at the earliest date provided by law.

Prepared by: Anthony Iachini

cc: Economic and Workforce Development

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$50,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$50,000
 4. Purchase Order is included with Agreement

Signed this 30th day of May, 2024.

Arty Lach Economic Development Coordinator
Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*



Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215
614.227.2300 Office
www.brickergraydon.com

J. Caleb Bell
Partner
614.227.2384 Office
jbell@brickergraydon.com

April 29, 2024

VIA E-MAIL

Anthony Iachini, Economic Development Coordinator
Fairfield County Economic Development
c/o Fairfield County, Ohio
4465 Coonpath Rd., NW
Carroll, Ohio 43112

Re: **Engagement as Legal Counsel**

Dear Mr. Iachini:

On behalf of Bricker Graydon LLP (the “Firm”), we are pleased to offer our services as counsel to Fairfield County, Ohio (the “County”) to provide counsel to the County in connection with a tax increment financing (TIF) program (our advice to the County hereunder constitutes the “Project”).

We submit for your approval the following provisions governing our engagement. If you are in agreement with the terms outlined below, we’d ask that you please return one (1) executed original of this letter to our attention. If you have any questions about these provisions or would like to discuss possible modifications, do not hesitate to call us.

Client, Scope of Representation.

Our client in this matter will be the County. You have requested that the Firm provide legal services as outlined in this letter.

Specifically, our representation on this matter involves the provision of legal advice in support of the County’s TIF program, including new legislation and specific changes to the school compensation agreements (the “Matter”).

If the County desires to retain our services on any other matters, we will prepare an additional letter similar to this one. Absent any other special arrangements, all other work done by us will be on the same general terms and conditions set forth in this letter.

Terms of Engagement.



J. Caleb Bell and Tyler Compton will be representing the County in this Matter. Either of the Firm or the County may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the County in the Matter described above.

Fees and Expenses.

For the provision of the services described above, Bricker Graydon LLP will charge a fee based on the actual time required to perform legal and professional services at hourly rates based on the experience levels of the professionals providing the services, plus all reasonable out-of-pocket expenses, in an amount not to exceed \$15,000. This amount does not exceed the Fairfield County Prosecutor's annual compensation as provided under Ohio Rev. Code 309.09(C). We believe our billing rates for attorneys and legal assistants are competitive with other major firms in the Ohio market. Depending upon the special expertise and amount of experience involved, our hourly billing rates range from \$235.00 per hour for our most junior lawyers to \$695.00 per hour for senior partners. Our billing rates for legal assistants currently range from \$175.00 to \$350.00 per hour. Currently, Mr. Bell's standard hourly rate is \$625.00 per hour and Mr. Compton's rate is \$360.00 per hour.

In our work on the Matter, we will charge our fee based on hourly work performed. We render our statements on a monthly basis, and we find that most clients appreciate receiving statements every month. The statements break out the disbursements incurred on your behalf. Disbursements include long distance telephone charges, delivery charges, reproduction costs, fax charges, filing fees, travel expenses, revenue modeling and other related costs incurred in the performance of our services.

We will diligently manage our work on the Matter, and we will seek your direction throughout the engagement to ensure an alignment between our work product and your expectations. If at any time we believe that an adjustment to our fee estimate is necessary, we will consult with you.

Please note that we take pride in the fact that we provide services as a Firm, and, as such, we retain discretion in the exercise of professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost-efficient basis. However, while we may refer certain matters to other attorneys and legal assistants based on their individual knowledge and experience, I will maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or legal assistant to which such matter is assigned. As such, I will be the primary point of contact for the Matter.

In addition to charges for legal and professional services as described above, the Firm also bills for certain expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication of documents (billed at \$0.20 per page); binding of documents; long-distance telephone calls (billed based upon AT&T direct dial rates); messengers,



couriers and postal services (billed at our actual out-of-pocket cost without markup); secretarial overtime, word processing and other special staffing requirements; expenses for computerized legal research and other automated services; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses (billed at our actual out-of-pocket cost without markup).

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Payment of invoices is due upon receipt. We reserve the right to terminate our representation at any time if payment is not received within 30 days of the date of a statement. We expect that all invoices and disbursements will be paid on a current basis.

Conclusion of Representation; Retention and Disposition of Documents.

Unless previously terminated, our representation of the County will be completed upon the Firm sending a final statement for services rendered with respect to the Matter. You are engaging the Firm to provide legal services in connection with a specific Matter. After completion of the Matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice on issues arising from the Matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

When our representation of you in this or any particular Matter is complete, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may, upon reasonable notice and consistent with any public records laws, dispose of such papers and property. Following such completion, any otherwise non-public information that the County has supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. Our own files pertaining to the Matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.



It is our policy not to post unsecured documents to a public cloud and/or shared file system. In order to protect your data, we will deliver all material to you in an encrypted or otherwise secured manner. You agree to our use of encryption to maintain the security and confidentiality of your data.

Client Responsibilities.

In order to provide accurate and qualified legal services, the County will agree to cooperate fully with the Firm and to provide promptly all information known or available to it relevant to its representation.

You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the responsibility of the County to pay the Firm for legal and professional services rendered and to obtain any reimbursement from your insurer.

Conflicts.

We understand that the County will be our client, not any of its individual staff members or elected officials.

The Firm, due its vast and diverse representation, has previously, and may continue to, represent other Tax Increment Financing Districts (TIF Districts), developers, school districts, and financial institutions, in association with various issues and transactions that have arisen in similar but unrelated matters. In addition, as you are aware, the Firm has previously, currently does, and in the future may serve as counsel to many Ohio local governments and special purpose entities, including, without limitation, conduit financing entities such as port authorities, energy special improvement districts, municipal corporations, townships, counties, and councils of governments with regard to matters unrelated to the Matter. You are further aware that some such unrelated matters involve our representation of such entities with respect to TIF issues and transactions. We understand that the interests of County and any such entities with regard to such unrelated matters is not adverse, and that by signing this letter, County has consented to our previous, current, and future representation of such entities in those unrelated matters.

In order to distinguish those instances in which you consent to our representation of such other clients from those instances in which your consent is not given, you have agreed, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to yours so long as (1) such adverse matter is not substantially related to our work on the Matter, (2) our representation of the other client does not involve the use, to the material disadvantage of the County, of any confidential information that we have obtained as a result of our representation of the County, and (3) we reasonably believe we will be able to diligently serve both the County on the Matter, and the other client on the different matter. The County will further agree that our representation of the County in the Matter will not disqualify us from continuing our representation of any financial



institutions including undertaking the closing of new loans for existing or new clients, and that the County will waive any right to disqualify the Firm or otherwise object to such representation now or in the future.

In addition to the legal work the Firm provides to our clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm who have engaged us to perform such services (“Government Relations Services”). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before the Ohio General Assembly, and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to, seeking the enactment, repeal, or amendment of various laws, regulations, or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the County’s interests.

By executing this engagement letter, the Firm and the County acknowledge that the County is not engaging the Firm to provide Government Relations Services, and our work for the County in the Matter will not disqualify the Firm from providing Government Affairs Services to other clients, even when the interests of the client for whom we are providing Government Affairs Services are adverse to the County’s interests. To the extent that such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter, the County is agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent the interests of the County. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of the interests of the County would conflict with our previous representation and/or previous relationship with other clients relative to the Matter, we reserve the right, after discussion with the County, and at our sole discretion, to withdraw from representation of the interests of the County or refer that particular

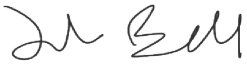


matter out to other counsel to handle.

If the terms of this representation are agreeable to you, please sign and return to us a copy of this letter. If you have questions or concerns during the course of the representation, please do not hesitate to contact me, J. Caleb Bell at (614) 227-2384 or at jbelle@brickergraydon.com. We look forward to working with you.

Very truly yours,

BRICKER GRAYDON LLP

By: 
J. Caleb Bell, Partner

AGREED:

FAIRFIELD COUNTY, OHIO

By: _____

Name: _____

Title: _____

Date: _____

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the execution of an Engagement Letter between Fairfield County and Bricker Graydon LLP to provide counsel to the County in connection with a tax increment financing (TIF) program

(Fairfield County Economic & Workforce Development)

Approved as to form on 5/31/2024 9:23:24 AM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-06.04.e

A Resolution Authorizing the Execution of an Engagement Letter between Fairfield County and Bricker Graydon LLP to Provide Counsel to the County in Connection with a Tax Increment Financing (TIF) Program

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the execution of an engagement letter with Argus Growth Consultants, Ltd, a subsidiary of Bricker Graydon LLP, and Fairfield County for consulting services related to the DHL Site TIF

WHEREAS, Argus Growth Consultants, LTD. (“Argus”) is a wholly owned subsidiary of Bricker Graydon LLP; and

WHEREAS, on June 27th, 2023, the Fairfield County Board of County Commissioners (the “County”) passed resolution 2023-06.27h authorizing a tax increment financing (“TIF”) program for property within the unincorporated boundaries of the county (the “DHL TIF”)

WHEREAS, Argus will provide onboarding, annual administration, monitoring, and other non-legal services related to the DHL TIF; and

WHEREAS, Argus scope of work will include working with the Fairfield County Auditor’s Office to apply for any TIF exemptions not already claimed or processed, obtain all relevant parcel information for tracking and service payment calculation purposes, calculate TIF service payment amounts and compare them against all settlements made to date for accuracy and correctness, and evaluate, review, and verify each property tax settlement received from the County Auditor; and

WHEREAS, an annual fixed fee of \$5,000 will be charged for the provision of the scope of services identified

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners hereby approves the engagement letter upon approval of all other parties and upon approval of the Fairfield County Prosecutor’s Office.

Section 2. This resolution shall take effect at the earliest date provided by law.

Prepared by: Anthony Iachini

cc: Economic and Workforce Development

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
 - 1. Under \$50,000
 - 2. State Term #: _____ (copy of State Term Contract must be attached)
 - 3. ODOT Term #: _____ (See R.C. 5513.01)
 - 4. Professional Services (See R.C. 307.86)
 - 5. Emergency (Follow procedure under ORC 307.86(A))
 - 6. Sole Source (attach documentation as to why contract is sole source)
 - 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 - 1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 - 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - 3. Obtained 3 quotes for purchases under \$50,000
 - 4. Purchase Order is included with Agreement

Signed this 30th day of May, 2024.

Arty Lach Economic Development Coordinator
Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*



April 29, 2024

VIA E-MAIL:

Mr. Anthony Iachini
Economic Development Coordinator
Fairfield County Workforce Center
4465 Coonpath Road NW
Carroll, OH 43112

Re: Fairfield County – DHL TIF – Wraparound Services

Dear Mr. Iachini:

On June 27, 2023, the Fairfield County Board of County Commissioners (the “County” or the “Client”) passed Resolution 2023-06.27.h authorizing a tax increment financing (“TIF”) program for property within the boundaries of the unincorporated territory of the County (the “DHL TIF”). the Client is interested in onboarding, annual administration, monitoring, and other non-legal consulting services related to the DHL TIF. Based on our understanding of the Client’s desired services, we are pleased to offer this Engagement Letter for your consideration.

As you know, Bricker Gradyon LLP is a leader in the fields of education, public policy, public finance and economic development, with nearly 200 attorneys and several offices across the state. Bricker Graydon has a subsidiary, Argus Growth Consultants, Ltd. (“Argus”), that provides non-legal strategy and consulting services. We would be pleased to provide consulting services through our Argus affiliate to advance this project. I will be your primary contact and provide non-legal consulting to the Client through the firm’s Argus affiliate.

This letter does not address any legal services that may be requested by the Client in this matter. If the Client desires legal services through Bricker Graydon LLP, attorneys with Bricker Graydon LLP could provide, under separate cover, a legal services engagement letter when appropriate to provide advice and counsel in this project.

Services to Be Provided. Argus can provide the Client with the following services, as requested:

TIF Consulting and Administration Services

- Work with the Fairfield County Auditor’s Office (the “County Auditor”) to apply for any TIF exemptions not already claimed or processed;
- Obtain all relevant parcel information for tracking and service payment calculation purposes;
- Calculate TIF service payment amounts and compare them against all settlements made to date for accuracy and correctness;
- Evaluate, review, and verify each property tax settlement received from the County Auditor.

You may limit or expand the scope of our services at any time, provided that it is by mutual consent and agreed upon in writing. Argus acknowledges that these services will be utilized on an intermittent, as needed, and non-exclusive basis, with the Client having the right to utilize the services of other consultants, at the Client’s discretion.

Billing Practices and Manner of Payment. With respect to our fees, our billing statements include a description of work performed, the amount of time expended, and disbursements incurred on the Client’s behalf.

For the provision of the scope of services identified above, we will charge an annual fixed fee of \$5,000. We will invoice this amount once per year, with the first invoice to be sent to the Client’s attention upon our receipt of a countersigned Engagement Letter, and will be payable within 30 days. The fixed fee is based on our estimate of the amount of time it will take to provide the Client with the proposed non-legal consulting services identified above. We will identify the amount of time actually spent working on the services with monthly “no charge” invoices as work is performed.

In the event the scope of services is expanded beyond the services identified in this Engagement Letter, upon mutual written agreement between Argus and the Client, we will bill at a current rate of \$300.00 per hour. We will bill at our hourly rates as work is completed. Invoices for services and disbursements will be rendered monthly, and will be payable within 30 days. If our invoices are not paid in a timely manner, we reserve the right to withdraw from the Engagement. Also, any objection to an invoice must be brought to our attention within 60 days of the invoice date.

Contractor Status. Argus does not have any authority to bind or commit the Client to any contractual or other obligation in any respect.

Affiliation with Bricker Graydon LLP. Argus is a wholly owned subsidiary of the law firm of Bricker Graydon LLP. In view of such affiliation, it is important to make clear that Argus is not providing legal services, but only non-legal consulting services. No attorney-client relationship is created by this consulting engagement and there is no attorney-client privilege attaching to any of our communications. Although our team members’ email addresses include “brickergraydon,” such addresses are used only for convenience and do not mean that email communications from Argus consultants are legal communications conveying legal advice, as they are not.

If You Become Dissatisfied. If at any time during this relationship you become dissatisfied with our work, we urge you to contact the undersigned or our Public Finance practice group leader, Caleb Bell, to seek a mutually satisfactory resolution of your concerns.

Termination of the Relationship. You may terminate this Engagement for any reason upon written notice to Argus. Immediately after receiving such notice, Argus will cease to render additional services and will cooperate with the Client in facilitating the orderly transfer of files and records to the Client, subject to, if appropriate, resolution of any outstanding financial issues. Notwithstanding the foregoing, Argus will complete any agreed-upon work that is in progress, and will promptly provide all work product and all the Client records, materials, and/or data to the Client in a reasonably prompt manner.

Argus may withdraw from this agreement for good cause or with Client's consent. If the Client fails to meet its obligations with respect to this Engagement and continues to fail to do so after receiving written notice of that failure from Argus, then Argus will have the right to end the relationship and this letter agreement.

Termination of our engagement does not relieve the Client of the obligation to pay all fees due for services rendered and disbursements incurred before termination and during an orderly transition of these services.

Retention and Disposition of Documents; Confidentiality. When our services to you in this or any particular matter terminates, we will consult with you regarding having the Client's papers and property returned to you. If you do not respond, you agree we may, upon reasonable notice, dispose of such papers and property. Subject to Attachment A, our own files pertaining to the matter will be retained by Argus. These Argus files include, for example, administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and consultant work product such as drafts, notes, and internal communications prepared by or for the internal use of the consultants. All such documents retained by Argus may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Argus understands the Client and/or its counsel may provide Argus with certain information and materials developed in anticipation of litigation that may be protected by the attorney-client privilege and/or the work product doctrine. Argus agrees to treat such materials as confidential and subject to privilege.

Representations. By signing this agreement, you represent that you have the authority to enter into such agreement on behalf of the Client and that entering into this agreement complies with any legal requirements that apply to the Client to enter into such agreement.

Conclusion. Should you ever have any questions concerning this engagement letter, including the attachment hereto, or in respect of the manner in which we are continuing our relationship with you, please do not hesitate to contact us. We appreciate this opportunity and look forward to assisting your institution.

Argus Growth Consultants, LTD.



J. Caleb Bell

Agreed by:

Fairfield County, Ohio

Name: _____

Title: _____

Date

Attachment A
ADDITIONAL TERMS & CONDITIONS FOR SERVICES

In accordance with the engagement letter between Argus and Fairfield County, Ohio (“the Client”) dated April 29, 2024, (the “Engagement Letter”), the Parties expressly agree:

1. **Definition.** “Client Data” means all Personally Identifiable Information and other non-public, confidential and proprietary information that is not made publicly available by the Client, including but not limited to Client’s business, administrative and financial data, and patient, student and personnel data.

2. **Data Privacy.**

a. Argus will use Client Data only for the purpose of fulfilling its duties outlined in the Engagement Letter and will not share such Client Data with or disclose it to any third party without the prior written consent of the Client, except as provided for in the Engagement Letter or as otherwise required by law or legal process.

b. Client Data will not be stored outside the United States without prior written consent from the Client.

3. **Data Security.** Argus will store and process Client Data using appropriate administrative, physical, and technical safeguards, designed to protect such Client Data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to protect Argus’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Argus will use reasonable and appropriate security tools and technologies such as anti-virus protections and intrusion detection methods in providing services outlined in the Engagement Letter.

4. **Client Data Return or Destruction Upon Termination or Expiration.** Upon termination or expiration of the Engagement Letter, as directed by the Client in writing, Argus will securely return or destroy, the Client Data received from Client, except to the extent Argus is required to maintain such Client Data as a matter of law or legal process. In the event that the Client requests destruction of its Client Data, as permitted hereunder, Argus agrees to securely destroy the Client Data (unless and to the extent that Client Data is required to be maintained under law or legal process) in Argus’s possession and in the possession of any subcontractors or agents to which Argus has transferred Client Data. Argus agrees to provide reasonable documentation of such Client Data destruction to the Client.

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the execution of an engagement letter with Argus Growth Consultants, Ltd, a subsidiary of Bricker Graydon LLP, and Fairfield County for consulting services related to the DHL Site TIF

(Fairfield County Economic & Workforce Development)

Approved as to form on 5/31/2024 9:21:45 AM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-06.04.f

A Resolution Authorizing the Execution of an Engagement Letter with Argus Growth Consultants, Ltd, a Subsidiary of Bricker Graydon LLP, and Fairfield County for Consulting Services Related to the DHL Site TIF

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the execution of an engagement letter with Argus Growth Consultants, Ltd, a subsidiary of Bricker Graydon LLP, and Fairfield County for consulting services related to the MedVet Site TIF

WHEREAS, Argus Growth Consultants, LTD. (“Argus”) is a wholly owned subsidiary of Bricker Graydon LLP; and

WHEREAS, Argus will provide onboarding, annual administration, monitoring, and other non-legal services related to the MedVet TIF; and

WHEREAS, Argus scope of work will include working with the Fairfield County Auditor’s Office to apply for any TIF exemptions not already claimed or processed, obtain all relevant parcel information for tracking and service payment calculation purposes, calculate TIF service payment amounts and compare them against all settlements made to date for accuracy and correctness, and evaluate, review, and verify each property tax settlement received from the County Auditor; and

WHEREAS, an annual fixed fee of \$5,000 will be charged for the provision of the scope of services identified.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners hereby approves the engagement letter upon approval of all other parties and upon approval of the Fairfield County Prosecutor’s Office.

Section 2. This resolution shall take effect at the earliest date provided by law.

Prepared by: Anthony Iachini

cc: Economic and Workforce Development

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
 - 1. Under \$50,000
 - 2. State Term #: _____ (copy of State Term Contract must be attached)
 - 3. ODOT Term #: _____ (See R.C. 5513.01)
 - 4. Professional Services (See R.C. 307.86)
 - 5. Emergency (Follow procedure under ORC 307.86(A))
 - 6. Sole Source (attach documentation as to why contract is sole source)
 - 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 - 1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 - 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - 3. Obtained 3 quotes for purchases under \$50,000
 - 4. Purchase Order is included with Agreement

Signed this 30th day of May, 2024.

Arty Lachin Economic Development Coordinator
Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*



April 29, 2024

VIA E-MAIL:

Mr. Anthony Iachini
Economic Development Coordinator
Fairfield County Workforce Center
4465 Coonpath Road NW
Carroll, OH 43112

Re: Fairfield County – MedVet TIF – Wraparound Services

Dear Mr. Iachini:

Based on our previous correspondences, my understanding is that the Fairfield County Board of County Commissioners (the “County” or the “Client”) intends to engage Bricker Graydon LLP for the provision of legal services in authorizing a tax increment financing (“TIF”) program for property within the boundaries of the unincorporated territory of the County (the “MedVet TIF”), in addition, and separate to that engagement, the Client is interested in onboarding, annual administration, monitoring, and other non-legal consulting services related to the MedVet TIF. Based on our understanding of the Client’s desired services, we are pleased to offer this Engagement Letter for your consideration.

As you know, Bricker Gradyon LLP is a leader in the fields of education, public policy, public finance and economic development, with nearly 200 attorneys and several offices across the state. Bricker Graydon has a subsidiary, Argus Growth Consultants, Ltd. (“Argus”), that provides non-legal strategy and consulting services. We would be pleased to provide consulting services through our Argus affiliate to advance this project. I will be your primary contact and provide non-legal consulting to the Client through the firm’s Argus affiliate.

This letter does not address any legal services that may be requested by the Client in this matter. If the Client desires legal services through Bricker Graydon LLP, attorneys with Bricker Graydon LLP could provide, under separate cover, a legal services engagement letter when appropriate to provide advice and counsel in this project.

Services to Be Provided. Argus can provide the Client with the following services, as requested:

TIF Consulting and Administration Services

- Work with the Fairfield County Auditor’s Office (the “County Auditor”) to apply for any TIF exemptions not already claimed or processed;
- Obtain all relevant parcel information for tracking and service payment calculation purposes;
- Calculate TIF service payment amounts and compare them against all settlements made to date for accuracy and correctness;
- Evaluate, review, and verify each property tax settlement received from the County Auditor.

You may limit or expand the scope of our services at any time, provided that it is by mutual consent and agreed upon in writing. Argus acknowledges that these services will be utilized on an intermittent, as needed, and non-exclusive basis, with the Client having the right to utilize the services of other consultants, at the Client’s discretion.

Billing Practices and Manner of Payment. With respect to our fees, our billing statements include a description of work performed, the amount of time expended, and disbursements incurred on the Client’s behalf.

For the provision of the scope of services identified above, we will charge an annual fixed fee of \$5,000. We will invoice this amount once per year, with the first invoice to be sent to the Client’s attention upon the passage and approval by the County of a resolution approving MedVet TIF, should such approval occur, and will be payable within 30 days upon receipt. The fixed fee is based on our estimate of the amount of time it will take to provide the Client with the proposed non-legal consulting services identified above. We will identify the amount of time actually spent working on the services with monthly “no charge” invoices as work is performed.

In the event the scope of services is expanded beyond the services identified in this Engagement Letter, upon mutual written agreement between Argus and the Client, we will bill at a current rate of \$300.00 per hour. We will bill at our hourly rates as work is completed. Invoices for services and disbursements will be rendered monthly, and will be payable within 30 days. If our invoices are not paid in a timely manner, we reserve the right to withdraw from the Engagement. Also, any objection to an invoice must be brought to our attention within 60 days of the invoice date.

Contractor Status. Argus does not have any authority to bind or commit the Client to any contractual or other obligation in any respect.

Affiliation with Bricker Graydon LLP. Argus is a wholly owned subsidiary of the law firm of Bricker Graydon LLP. In view of such affiliation, it is important to make clear that Argus is not providing legal services, but only non-legal consulting services. No attorney-client relationship is created by this consulting engagement and there is no attorney-client privilege attaching to any of our communications. Although our team members’ email addresses include “brickergraydon,” such addresses are used only for convenience and do not mean that email communications from Argus consultants are legal communications conveying legal advice, as they are not.

If You Become Dissatisfied. If at any time during this relationship you become dissatisfied with our work, we urge you to contact the undersigned or our Public Finance practice group leader, Caleb Bell, to seek a mutually satisfactory resolution of your concerns.

Termination of the Relationship. You may terminate this Engagement for any reason upon written notice to Argus. Immediately after receiving such notice, Argus will cease to render additional services and will cooperate with the Client in facilitating the orderly transfer of files and records to the Client, subject to, if appropriate, resolution of any outstanding financial issues. Notwithstanding the foregoing, Argus will complete any agreed-upon work that is in progress, and will promptly provide all work product and all the Client records, materials, and/or data to the Client in a reasonably prompt manner.

Argus may withdraw from this agreement for good cause or with Client's consent. If the Client fails to meet its obligations with respect to this Engagement and continues to fail to do so after receiving written notice of that failure from Argus, then Argus will have the right to end the relationship and this letter agreement.

Termination of our engagement does not relieve the Client of the obligation to pay all fees due for services rendered and disbursements incurred before termination and during an orderly transition of these services.

Retention and Disposition of Documents; Confidentiality. When our services to you in this or any particular matter terminates, we will consult with you regarding having the Client's papers and property returned to you. If you do not respond, you agree we may, upon reasonable notice, dispose of such papers and property. Subject to Attachment A, our own files pertaining to the matter will be retained by Argus. These Argus files include, for example, administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and consultant work product such as drafts, notes, and internal communications prepared by or for the internal use of the consultants. All such documents retained by Argus may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Argus understands the Client and/or its counsel may provide Argus with certain information and materials developed in anticipation of litigation that may be protected by the attorney-client privilege and/or the work product doctrine. Argus agrees to treat such materials as confidential and subject to privilege.

Representations. By signing this agreement, you represent that you have the authority to enter into such agreement on behalf of the Client and that entering into this agreement complies with any legal requirements that apply to the Client to enter into such agreement.

Conclusion. Should you ever have any questions concerning this engagement letter, including the attachment hereto, or in respect of the manner in which we are continuing our relationship with you, please do not hesitate to contact us. We appreciate this opportunity and look forward to assisting your institution.

Argus Growth Consultants, LTD.



J. Caleb Bell

Agreed by:

Fairfield County, Ohio

Name: _____

Title: _____

Date

Attachment A
ADDITIONAL TERMS & CONDITIONS FOR SERVICES

In accordance with the engagement letter between Argus and Fairfield County, Ohio (“the Client”) dated April 29, 2024, (the “Engagement Letter”), the Parties expressly agree:

1. Definition. “Client Data” means all Personally Identifiable Information and other non-public, confidential and proprietary information that is not made publicly available by the Client, including but not limited to Client’s business, administrative and financial data, and patient, student and personnel data.

2. Data Privacy.

a. Argus will use Client Data only for the purpose of fulfilling its duties outlined in the Engagement Letter and will not share such Client Data with or disclose it to any third party without the prior written consent of the Client, except as provided for in the Engagement Letter or as otherwise required by law or legal process.

b. Client Data will not be stored outside the United States without prior written consent from the Client.

3. Data Security. Argus will store and process Client Data using appropriate administrative, physical, and technical safeguards, designed to protect such Client Data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to protect Argus’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Argus will use reasonable and appropriate security tools and technologies such as anti-virus protections and intrusion detection methods in providing services outlined in the Engagement Letter.

4. Client Data Return or Destruction Upon Termination or Expiration. Upon termination or expiration of the Engagement Letter, as directed by the Client in writing, Argus will securely return or destroy, the Client Data received from Client, except to the extent Argus is required to maintain such Client Data as a matter of law or legal process. In the event that the Client requests destruction of its Client Data, as permitted hereunder, Argus agrees to securely destroy the Client Data (unless and to the extent that Client Data is required to be maintained under law or legal process) in Argus’s possession and in the possession of any subcontractors or agents to which Argus has transferred Client Data. Argus agrees to provide reasonable documentation of such Client Data destruction to the Client.

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the execution of an engagement letter with Argus Growth Consultants, Ltd, a subsidiary of Bricker Graydon LLP, and Fairfield County for consulting services related to the MedVet Site TIF

(Fairfield County Economic & Workforce Development)

Approved as to form on 5/31/2024 9:24:16 AM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-06.04.g

A Resolution Authorizing the Execution of an Engagement Letter with Argus Growth Consultants, Ltd, a Subsidiary of Bricker Graydon LLP, and Fairfield County for Consulting Services Related to the MedVet Site TIF

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution Authorizing the Approval Bid Award for the Airport Hangar Project

WHEREAS, The Board of County Commissioners owns the existing infrastructure known as the Airport, and plans to perform construction work to add additional aircraft hangars; and

WHEREAS, the opening of sealed bids on May 15th, 2024, for the Airport Hangar Construction resulted in the following base bids, and

- Setterlin \$4,264,727.00
- Elford \$4,699,925.00

WHEREAS, the Facilities Manager and County Administrator have reviewed the bids received and are recommending that a Contract for the construction of Airport Hangars to Setterlin Construction, a responsive and responsible Bidder, for the base bid amount, plus Alternate 1 of \$1,377,940.00 for a total of \$5,642,667.00, and

WHEREAS, funds have been placed in the capital projects fund for the specific purpose of the construction of Airport hangars, and a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the agreement with the Setterlin Construction, for construction services, will be conferred to the County Administrator for approval at a later date by Administrative Authority. and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Board of County Commissioners accepts the bid presented by Setterlin Construction in the amount of \$5,642,667.00

Section 2. The Board of County Commissioners authorizes Aundrea Cordle, County Administrator, to sign contracts and documents related to this project.

As Read Tabulation of Bids
 PROJECT: 4 Box Hangars and 10 Unit T-Hangar
 DATE: May 15, 2024 AT 11:00 AM

Fairfield County Airport
 Lancaster, Ohio

	1	2	3	4
Bidder	Setterlin	Elford		
Base Bid	\$4,264,727.00	\$4,699,925.00		
Add Alt 1	\$1,377,940.00	\$1,472,953.00		
Addendum 1 Acknowledged	Yes	Yes		
Addendum 2 Acknowledged	Yes	Yes		
Bid Guaranty in form of:	Bond	Bond		
Statement of Qualifications	Yes	Yes		
Certifications	Yes	Yes		
Non-Collusion Affidavit	Yes	Yes		
Affidavit of Contractor or Supplier of Non-Delinquency Personal Property Taxes	Yes	Yes		
State of Ohio - Standard Affirmation and Disclosure Form	Yes	Yes		
DBE Statement	Yes	Yes		

Signature Page

Resolution No. 2024-06.04.h

A Resolution Authorizing the Approval Bid Award for the Airport Hangar Project
(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution for a Change Order #1 to the Contract with Gutknecht Construction and the Fairfield County Commissioners

WHEREAS, the Board of County Commissioners has previously approved a contract between the Gutknecht Construction and the Commissioners, for the construction of the Workforce Engineering Lab, located at 4465 Coonpath Road, Carroll OH 43112, on Resolution 2024-04.02.c; and

WHEREAS, the Board of County Commissioners desires to modify the contract with Gutknecht Construction to perform additional work COR-01 Domestic Water Piping (RFI-007) in the amount of \$8,225.00 (eight thousand two hundred twenty-five dollars); and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the attached change order has been approved as to form by the County Prosecutor's Office.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Commissioners approve the attached Change Order #1 to the contract with the Gutknecht Construction for \$8,225.00.

Prepared by: Jon Kochis

Purchase Order

Carri L. Brown, PhD, MBA, CGFM

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24003694 - 02**

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2025

**B
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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

**V
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R**

GUTKNECHT CONSTRUCTION
COMPANY
2280 CITYGATE DRIVE
COLUMBUS, OH 43219

**S
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O**

MAINTENANCE DEPARTMENT
240 BALDWIN DRIVE
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
		4003		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
03/20/2024	12318			COMM-MAINTENANCE
NOTES				

PO Requisitioner Name : Staci Knisley
E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Workforce OU Engineer Lab Alterations GL Account: 12389723 - 570000	1.0	EACH	\$806,966.19	\$806,966.19
2	MODIFIED: Workforce OU Engineer Lab Alterations GL Account: 12343500 - 570000	1.0	EACH	\$767,258.81	\$767,258.81
GL SUMMARY					
	12343500 - 570000			\$767,258.81	
	12389723 - 570000			\$806,966.19	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1,574,225.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 03/20/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total \$1,574,225.00

For Department Use ONLY

RFI #7: Domestic Water RFI

Status	Open		
To	Kate Bartolovich (SHP)	From	Joe Bontrager (BONTRAGER MECHANICAL LLC)
Date Initiated	May 14, 2024	Due Date	May 17, 2024
Location		Project Stage	Course of Construction
Cost Impact	N/A	Schedule Impact	N/A
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Joe Bontrager (BONTRAGER MECHANICAL LLC)		
Copies To	Kyle Ramey (GUTKNECHT CONSTRUCTION CO.)		

Activity

Question

Question from Joe Bontrager BONTRAGER MECHANICAL LLC on Tuesday, May 14, 2024 at 03:26 PM EDT

Drawing P200 shows new 1" domestic cold water connection to the existing branch piping. The existing branch piping is 3/4" plastic and not in good condition. Should new branch piping be extended to the existing main? If so what size?

Attachments

[DCWRFpage.pdf](#)

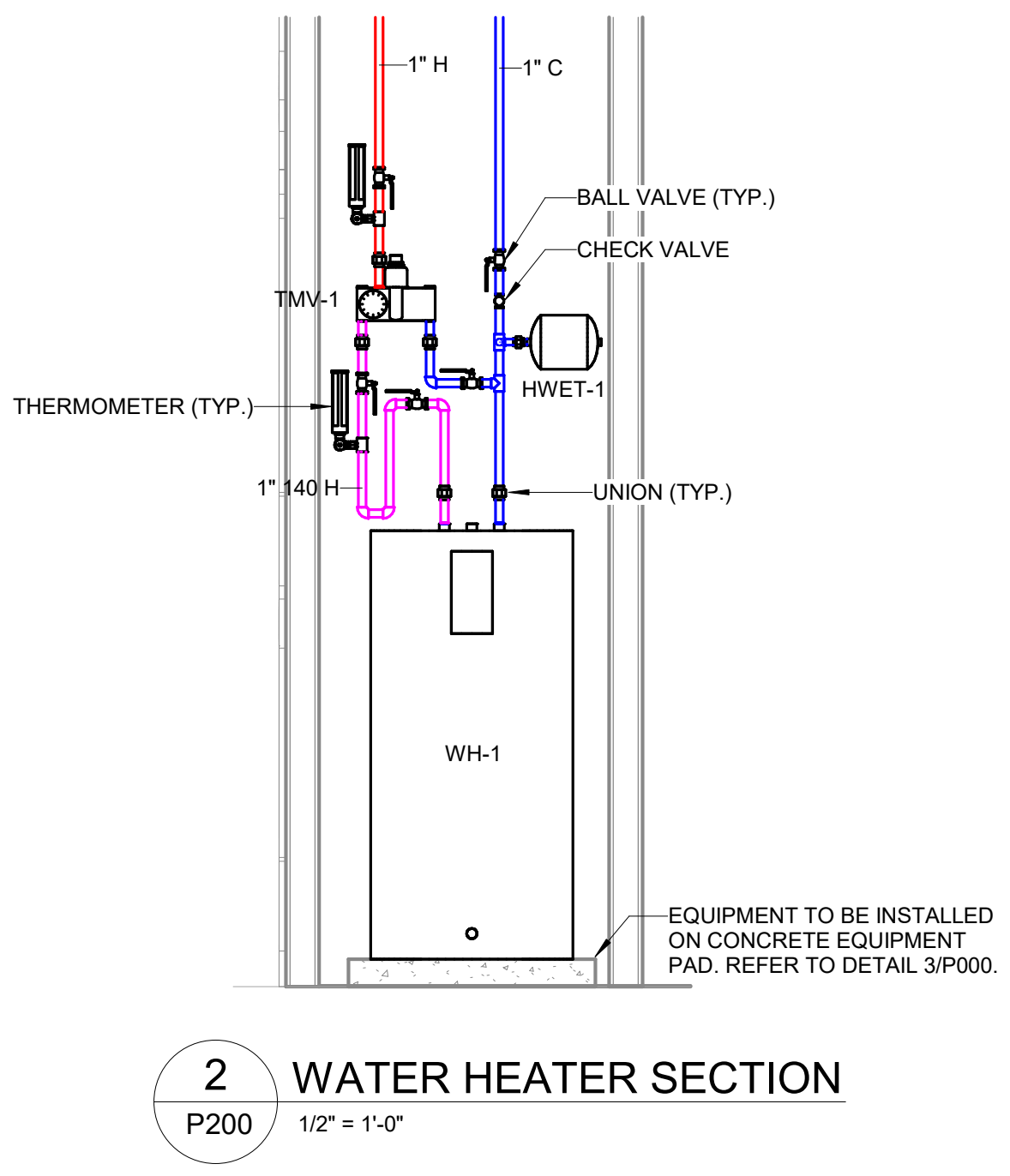
Awaiting an Official Response

THE EXISTING 3/4" PIPING SHALL BE REPLACED ONE-FOR-ONE. PROVIDE NEW 1" BRANCH PIPING EXTENDED FROM WATER MAIN SERVING THE THE GROUP RESTROOMS. PROVIDE ISOLATION VALVE IN THE NEW BRANCH NEAR THE CONNECTION TO THE WATER MAIN.

**Daryn Meadows
 SHP
 05-15-2024**

DRAWING NOTES

- A. CONTRACTOR IS REQUIRED TO LEAK TEST THE COMPRESSED AIR SYSTEM. TEST ALL NEW, MODIFIED, AND EXISTING PIPING. LEAK REPAIRS ARE NOT LIMITED TO THE SCOPE OF WORK INDICATED ON THE PLANS. REPAIR AND RETEST UNTIL NO LEAKS EXIST THROUGHOUT THE ENTIRE COMPRESSED AIR SYSTEM.

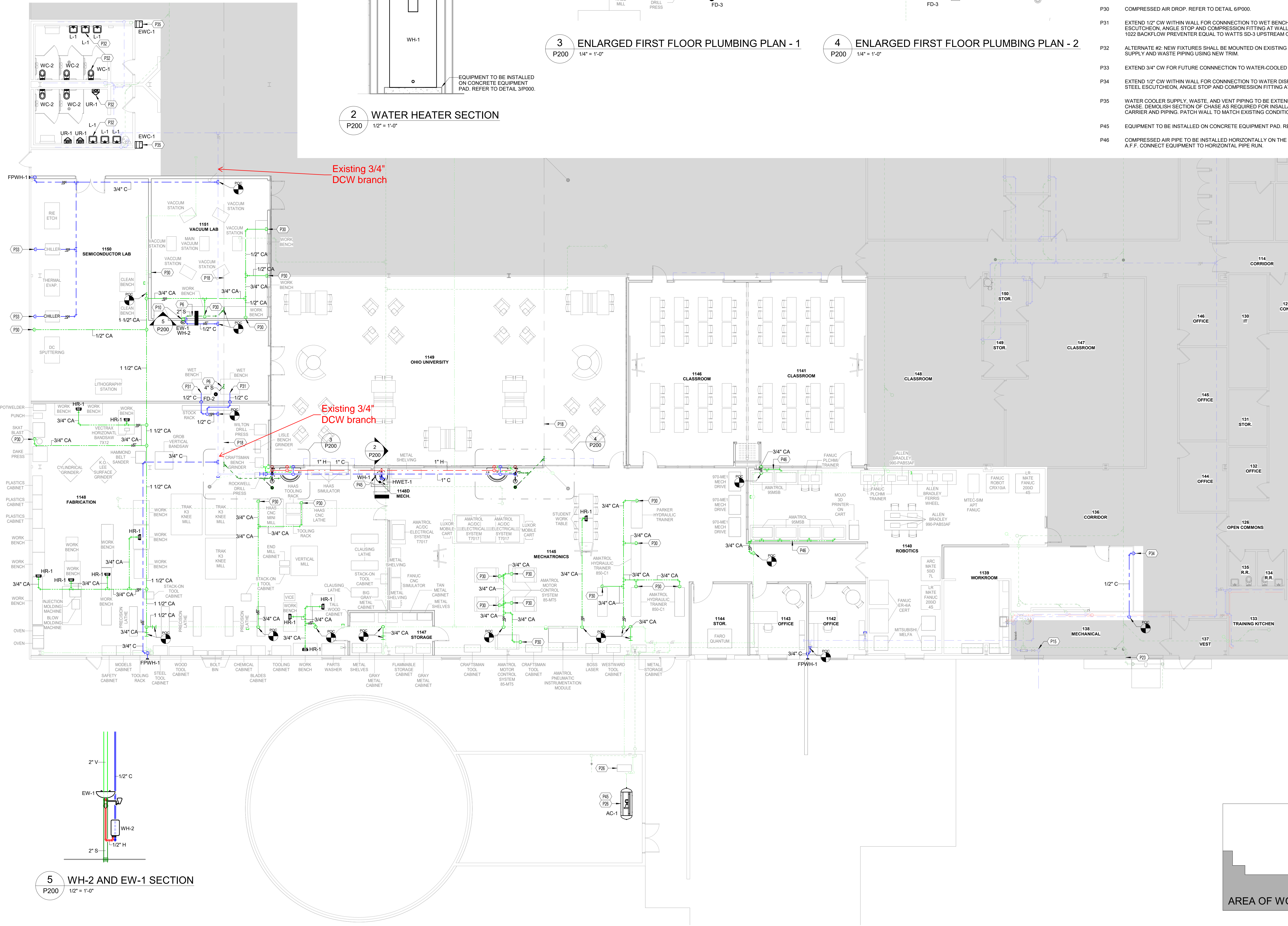


3 ENLARGED FIRST FLOOR PLUMBING PLAN - 1
P200 1/4" = 1'-0"

4 ENLARGED FIRST FLOOR PLUMBING PLAN - 2
P200 1/4" = 1'-0"

KEYNOTES

- P3 SANITARY PIPE DOWN.
- P6 EXISTING FLOOR TO BE SAW CUT FOR INSTALLATION OF NEW SANITARY WASTE PIPING. PATCH FLOOR TO MATCH EXISTING CONDITIONS PER DETAIL 5/P000.
- P10 3" VENT THRU ROOF. REFER TO DETAIL 2/P000.
- P15 EXISTING DOMESTIC WATER ENTRANCE.
- P17 REINSTALL SLAVAGED EMERGENCY SHOWER AND EYEWASH IN NOTED LOCATION. INSTALL AN ASSE 1072 BARRIER TYPE TRAP SEAL IN THE DRAIN. REFER TO DETAIL 1/P000.
- P18 CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING SANITARY PIPE.
- P23 EXISTING GAS SERVICE ENTRANCE.
- P26 EXISTING AIR COMPRESSOR & REFRIGERATED DRYER TO REMAIN AS BASE BID. ALTERNATE #1: AIR COMPRESSOR TO BE REMOVED AND REPLACED. REFRIGERATED DRYER TO REMAIN.
- P30 COMPRESSED AIR DROP. REFER TO DETAIL 6/P000.
- P31 EXTEND 1/2" CW WITHIN WALL FOR CONNECTION TO WET BENCH. PROVIDE STAINLESS STEEL ESCUTCHEON, ANGLE STOP AND COMPRESSION FITTING AT WALL PENETRATION. INSTALL ASSE 1022 BACKFLOW PREVENTER EQUAL TO WATTS SD-3 UPSTREAM OF THE WET BENCH.
- P32 ALTERNATE #2: NEW FIXTURES SHALL BE MOUNTED ON EXISTING CARRIERS. RECONNECT SUPPLY AND WASTE PIPING USING NEW TRIM.
- P33 EXTEND 3/4" CW FOR FUTURE CONNECTION TO WATER-COOLED CHILLER(S).
- P34 EXTEND 1/2" CW WITHIN WALL FOR CONNECTION TO WATER DISPENSER. PROVIDE STAINLESS STEEL ESCUTCHEON, ANGLE STOP AND COMPRESSION FITTING AT WALL PENETRATION.
- P35 WATER COOLER SUPPLY, WASTE, AND VENT PIPING TO BE EXTENDED FROM PIPING WITHIN CHASE. DEMOLISH SECTION OF CHASE AS REQUIRED FOR INSTALLATION OF WATER COOLER CARRIER AND PIPING. PATCH WALL TO MATCH EXISTING CONDITIONS.
- P45 EQUIPMENT TO BE INSTALLED ON CONCRETE EQUIPMENT PAD. REFER TO DETAIL 3/P000.
- P46 COMPRESSED AIR PIPE TO BE INSTALLED HORIZONTALLY ON THE WALL BETWEEN 12 AND 18 A.F.F. CONNECT EQUIPMENT TO HORIZONTAL PIPE RUN.



1 FIRST FLOOR PLUMBING PLAN
P200

KEY PLAN
NTS



SHP
312 PLUM STREET, SUITE 700
CINCINNATI, OH 45202 - 513.981.2112

FAIRFIELD COUNTY WORKFORCE DEVELOPMENT CENTER
OU ENGINEERING LAB ALTERATIONS
4465 COONPATH RD NW, CARROLL, OH 43112

ISSUANCES

DATE	DESCRIPTION
01-09-24	DESIGN DEVELOPMENT
02-05-24	BID PERMIT

FIRST FLOOR PLUMBING PLAN

COMM NO. 2022063.02

P200



CHANGE ORDER REQUEST

CO #01

May 22, 2024

Brock Rossel
SHP Architects
312 Plum St., Suite 700
Cincinnati, OH 45202

Project: 24-017 Fairfield County Work Force Development/OU Engineerir
Re: RFI #7 - Added Domestic Water Piping
Additional Time Required: NA

Mr. Thomas,

This change order request represents the costs associated with metal stair/landing replacement outlined in attached RFI #07. The breakdown for this work is as follows:

A. LABOR & FRINGES

1.)	0.5	days	Project Management @ \$185/Day.....	\$	92.50
2.)	0	days	Supervision @ \$450/Day.....	\$	-
3.)	0	days	General Conditions @ \$400/Day.....	\$	-
4.)	0	hours	PW Carpenter @ \$50.94/Hour.....	\$	-
5.)	0	hours	PW Laborer @ \$46.72/Hour.....	\$	-

B. PAYROLL TAXES ITEM A

1.)	FICA	@ 7.65%	.....	\$	7.08
2.)	OBES	@ 4.6%	.....	\$	4.26
3.)	FUTA	@ .80%	.....	\$	0.74
4.)	BWC	@ 19.1%	.....	\$	17.67
5.)	OTHER	@ 6.85%	.....	\$	6.34

C. EQUIPMENT RENTALS

1.)	Not applicable.....			\$	-
-----	---------------------	--	--	----	---

D. OWNED EQUIPMENT

1.)	0	Hours	Mini Exc/Bobcat @ \$75.00 per hour.....	\$	-
2.)	0	Hours	Dump Truck @ \$55.00 per hour.....	\$	-

3.) Misc. Equipment & Small Tools (Not Applicable)..... \$ -

Breakdown Continued

E. TRUCKING

1.) Not applicable..... \$ -

F. OVERHEAD

1.) 10% of Items A through E..... \$ 12.86

G. MATERIALS

1.) Not Applicable..... \$ -

H. PROFIT

1.) 10% of Items A through G..... \$ 14.14

I. SUBCONTRACTORS

1.) Bontrager Mechanical \$ 7,363.00

J. CONTRACTOR MARK-UP ON SUBCONTRACTOR

1.) 10% of Item I \$ 736.30

TOTAL THIS CHANGE..... \$ 8,255.00

We reserve the right to revise this pricing if not accepted within 10 calendar days.
Please contact me with any questions.

Sincerely,

John Meegan

John Meegan, AIA
Principal Architect/Project Manager

Authorize

Brock Rossel, AIA
Project Manager

Date

Fairfield County Commissioner, David Levacy

Date

Fairfield County Commissioner, Jeffrey Fix

Date

Fairfield County Commissioner, Steven Davis

Date



BONTRAGER
MECHANICAL LLC

3019 Beaver Run Rd SE
Hebron, OH 43025
Office: 740-822-0015
OH LN 44923

To: Gutknecht Construction Co.
Attn: John Meegan
May 19, 2024

Please accept our proposal for the additional cost for added domestic water piping in the response to RFI 7 on the FCWDC-OU Engineering Lab Project. Cost breakdown sheet is attached.

Cost: \$7,363.00

Sincerely,

R. Joseph Bontrager
Owner
Mobile: 740-407-7340
Email: joe@bontragermech.com

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$50,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 2. Obtained 3 quotes for purchases under \$50,000
 3. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A resolution for a Change Order #2 to the Contract with Gutknecht Construction and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 5/30/2024 9:38:25 AM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive style.

Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-06.04.i

A Resolution for Change Order #2 to the Contract between Gutknecht Construction and the Fairfield County Commissioners

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve an award of bid to Nash Builders for the CDBG - PY2022 - Village of Pleasantville Ballfield Improvements [Regional Planning]

WHEREAS, Fairfield County has received a CDBG grant for PY2022;

WHEREAS, The Village of Pleasantville has requested that improvements be made to the local baseball field; and

WHEREAS, a bid opening was held on Friday, March 29th, 2024 at 11:00 a.m. with an engineer's estimate of \$75,000.00 the following bids were received:

Nash Builders \$63,000.00 (\$17,000.00 additional bid)

WHEREAS, bids have been reviewed and evaluated by Verdantas and recommends awarding the bid to Nash Builders for the amount of \$80,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of Commissioners hereby approves the attached Notice of Award to Nash Builders for the CDBG - PY2022 - Village of Pleasantville Ballfield Improvements project.

Section 2. That the Budget Officer of the Board of Commissioners requests a purchase order in the amount of \$80,000.00 to Nash Builders. 3532 Delmont Rd SW, Lancaster, Ohio 43130.

Prepared by: Joshua Hillberry
cc: Regional Planning

NOTICE OF AWARD

To: Nash Builders

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements

The OWNER has considered the BID submitted by you on _____ for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture 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.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2024.

FAIRFIELD COUNTY COMMISSIONERS

Owner

By: _____

Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ on this day of _____, 2024

By: _____
Name and Title: _____

cc: CONTRACTOR'S Surety



May 6, 2024

Fairfield County Regional Planning Commission
Joshua Hillberry, Regional Planner
138 West Chestnut Street
Lancaster, Ohio 43130

Re: Village of Pleasantville – Ballfield Improvements
Bid Award Recommendation

Dear Mr. Hillberry,

Verdantas has reviewed the bid submitted on March 29, 2024 for the Village of Pleasantville – Ballfield Improvements project. The following is a summary of the bid submitted followed by our recommendation for award:

<u>Contractor</u>	<u>Base Bid</u>	<u>Additional Bid</u>
Nash Builders	\$63,000.00	\$17,000.00

Verdantas has checked the bid for mathematical errors and prepared a bid tabulation (see attached). The bid received is under the engineer’s base bid estimate of \$75,000.00. Nash Builders is the apparent low bidder and the required forms were included in their bid package. Verdantas has worked with Nash Builders in the past including a ballfield project in the Village of Pleasantville and the project was completed satisfactorily. Based on the information provided in their bid and previous experience with the Contractor, we recommend that the project (*base bid and additional bid*) be awarded in the amount of **\$80,000.00** to:

Nash Builders
3532 Delmont Rd SW, Lancaster, Ohio 43130

Considering this volatile bidding environment, we are pleased with the results of the bid opening and hope the County and Village are as well. Please feel free to contact our office with any questions or concerns.

Sincerely,
Verdantas LLC

Alan Brown, PE
AVP/ Department Leader

Attachment: Bid Tabulation

**FAIRFIELD COUNTY COMMISSIONERS
VILLAGE OF PLEASANTVILLE
BALLFIELD IMPROVEMENTS
BID TABULATION
BASE BID ESTIMATE: \$75,000.00**

BASE BID				1. Nash Builders			
Line No.	Description	Quantity	Unit	Unit Price			Extended Price
				Labor	Materials	Total (L+M)	(Quantity x Total)
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 2,200.00	\$ 2,800.00	\$ 5,000.00	\$ 5,000.00
2	OUTFIELD SITE GRADING INCLUDING SCREENED TOPSOIL, PER PLAN	1	LS	\$ 7,500.00	\$ 9,700.00	\$ 17,200.00	\$ 17,200.00
3	INFIELD SITE GRADING INCLUDING NEW INFIELD MIX, PER PLAN	1	LS	\$ 4,200.00	\$ 16,000.00	\$ 20,200.00	\$ 20,200.00
4	BASE PADS AND MOUND, COMPLETE	1	LS	\$ 600.00	\$ 1,500.00	\$ 2,100.00	\$ 2,100.00
5	FULL HOOD BACKSTOP FENCE INCLUDING TWO 10 FT WINGS, COMPLETE	1	LS	\$ 3,800.00	\$ 4,500.00	\$ 8,300.00	\$ 8,300.00
6	FENCING (8 FT TALL), COMPLETE	40	LF	\$ 50.00	\$ 90.00	\$ 140.00	\$ 5,600.00
7	FENCING (4 FT TALL), COMPLETE	80	LF	\$ 22.50	\$ 35.00	\$ 57.50	\$ 4,600.00
TOTAL BASE BID (sum lines 1:7)							\$ 63,000.00

Original Bid \$62,500.00

ADDITIONAL BID				1. Nash Builders			
Line No.	Description	Quantity	Unit	Unit Price			Extended Price
				Labor	Materials	Total (L+M)	(Quantity x Total)
A1	DUGOUT W/ BENCH SEATING, COMPLETE	2	EA	\$ 5,000.00	\$ 3,500.00	\$ 8,500.00	\$ 17,000.00
TOTAL ADDITIONAL BID (sum line A1)							\$ 17,000.00

CERTIFIED BY: 

DATE: 5/3/2024

Signature Page

Resolution No. 2024-06.04.j

A Resolution to Approve an Award of Bid to Nash Builders for the CDBG PY2022
Village of Pleasantville Ballfield Improvements

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of a contract agreement by Fairfield County Board of County Commissioners and Cooper Concrete Services LLC.

WHEREAS, Regional Planning is requesting the Board of Commissioners approval of a contract agreement with Cooper Concrete Services LLC. 3820 Conn RD. Nashport OH 43830; and

WHEREAS, the purpose of the contract agreement is to CDBG Program Year 2022, Village of Pleasantville – Pool Improvements – Concrete Deck; and

WHEREAS, this agreement shall be effective May 28, 2024 through August 31, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached contract agreement with Enviro Construction Co.

Prepared by: Joshua Hillberry
cc: Regional Planning

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$75,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
 4. Purchase Order is included with Agreement

Signed this 20 day of May, 2024.

JOSHUA HILLBERRY REGIONAL PLANNER
Name and Title



*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

BID PACKET
FOR
FAIRFIELD COUNTY – CDBG – VILLAGE OF
PLEASANTVILLE POOL IMPROVEMENTS –
CONCRETE DECK

BID OPENING DATE: MARCH 29, 2024

FUNDED BY: FAIRFIELD COUNTY PY 2022 CDBG

OWNERS: FAIRFIELD COUNTY COMMISSIONERS

ADDENDUM NO. 1**March 25, 2024**

Owner: Fairfield County Commissioners

Project: Village of Pleasantville – Pool Improvements – Concrete Deck

This ADDENDUM forms a part of the Contract Documents and modifies the original specifications and drawings as noted below. The Bidder must acknowledge receipt of this ADDENDUM in the space provided in the Bid Schedule Form and shall also submit a signed copy with his bid. Failure to acknowledge this ADDENDUM and submit a signed copy may subject the Bidder to disqualification.

This addendum covers revisions and/or clarifications to the bidding documents as follows:

▪ **Plan Sheet C1, SITE PLAN, of the Pool Improvements shall be modified as follows:**

Add coded notes:

12. The contractor shall modify the existing wading pool entrance gate to be self-closing and self-latching. This work includes installing self-closing hinges (typ. 2) and a self-latching device. All material shall be commercial grade, galvanized or powder coated and rated for outdoor use.

13. Contractor shall modify the existing pool main entrance double gate to be self-closing and self-latching. This work includes installing self-closing hinges (typ. 6, 3 per gate) and a self-latching device. Contractor shall remove the existing middle double gate post latch device. Contractor shall also furnish and install a commercial grade lockable drop rod (typ. 2). All material shall be commercial grade, galvanized or powder coated and rated for outdoor use.

This document serves as Addendum No. 1 for the Village of Pleasantville – Pool Improvements – Concrete Deck. Submit questions in writing to Verdantas, c/o Alan Brown, PE.

Bidder

Engineer

Date

March 25, 2024

Date

END OF ADDENDUM NO. 1

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NOTICE TO CONTRACTORS

Sealed proposals for the Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck will be received by the Fairfield County Commissioners at the Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, OH 43130 until 11:00 a.m., March 29, 2024, and then at 11:00 a.m. at said office opened and read aloud.

Plans, Specifications, and bid forms may be secured at the Fairfield County Regional Planning Commission Office located at 138 West Chestnut Street, Lancaster, OH 43130. An amount of \$25.00 dollars will be required for each set of plans and specifications, check made payable to: Fairfield County Regional Planning. The full amount is non-refundable.

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

Bids shall be sealed and marked as Bid for: and mailed or delivered to: Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

Fairfield County Regional Planning Commission

138 West Chestnut Street

Lancaster, OH 43130

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions. This contract is subject to Section 3 of the Housing and Urban Development Act of 1968 as amended 12 U.S.C. 1701u. Contractors should be aware of the regulations and reporting requirements associated with Section 3.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Fairfield County Commissioners reserves the right to waive any informalities or to reject any or all bids. The Engineer's cost estimate with contingencies is seventy-one thousand, one hundred dollars (\$71,100.00)

Advertising Dates: March 8th and March 15th, 2024, and posted on County website www.co.fairfield.oh.us

INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** The Fairfield County Commissioners (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at their office located at the Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, Ohio 43130 until 11:00 a.m., March 29, 2024, and then at 11:00 a.m. at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to: The Fairfield County Commissioners, Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, Ohio 43130 and designated as bid for: Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed form and accompanied by a Bid Bond, Certified Check, or Letter of Credit, the Noncollusion Affidavit, and the Statement on Delinquent Taxes. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.

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

3. **WRITTEN MODIFICATION:** Any bidder may modify his/her bid by written communication at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the written modification over the signature of the bidder was mailed prior to the closing time. The written communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the written modification.
4. **METHOD OF BIDDING:** The Owner invites unit price bids as indicated in the Bid Form, Section E.

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.

The engineer's estimate on this project is: seventy-one thousand, one hundred dollars (\$71,100.00)

5. **QUALIFICATIONS OF BIDDER:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
6. **BID SECURITY:** Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid 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 10% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **CONDITIONS OF WORK:** Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

9. **OBLIGATION OF BIDDER:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
10. **EXAMINATION OF SITE:** Each bidder shall and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
11. **SOIL CONDITIONS:** Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such an event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to its original condition.

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

12. **WORKING FACILITIES:** The plans 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.
13. **ADDENDA AND INTERPRETATIONS:** No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to: Verdantas, Trevor McLean, tmclean@verdantas.com, phone: 740-344-5451 and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested or faxed to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

14. **WATER SUPPLY:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

The source, quality and quantity of water furnished shall at all times be satisfactory to the Engineer.

15. **SIGNATURE OF BIDDERS:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

16. **NOTICE OF SPECIAL CONDITIONS:** Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Federal Labor Standards Provisions, including Davis-Bacon wage rates
- c. Requirement for a payment bond and performance bond for 100% of contract price
- d. Requirement that all subcontractors be approved by the Owner
- e. Time-for-completion and liquidated damages requirements
- f. Safety standards
- g. Contractor's responsibility to obtain permits
- h. Affirmative Action and Equal Opportunity provisions

17. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** Upon award of the contract but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:

- (a) Acceptance of Notice of Award
- (b) Contract
- (c) Insurance certificate(s) and/or policy(ies)
- (d) Contract Bond covering Performance and Payment
- (e) Worker's Compensation Certification
- (f) (If over \$10,000:) Certification of Bidder Regarding Equal Employment Opportunity
- (g) (If over \$10,000:) Certification(s) by (all) Proposed Subcontractors Regarding Equal Employment Opportunity
- (h) (If over \$100,000:) Certification by Contractor and Subcontractors of Compliance with Air and Water Acts
- (i) Contractor's Certification Concerning Section 3, Labor Standards and Prevailing Wage

- Requirements
- (j) (All) Subcontractor's Certification(s) Concerning Labor Standards and Prevailing Wage Requirements

18. **FOREIGN CORPORATIONS AND CONTRACTORS**

A. Foreign Corporations

Definition: "Foreign corporation" means a corporation incorporated under the laws of another state.

No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State 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. All services under this Contract must take place in the United States of America.

GENERAL CONTRACT CONDITIONS

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

- A. The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and 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 AND PAYMENT BONDS

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required, which may be in the form of a Contract Bond as provided herein. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

ARTICLE 3 - WAGE RATES

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

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly 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.

Insofar as possible, local labor shall be employed on this work.

ARTICLE 4 - AFFIRMATIVE ACTION

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 11246 as stated on page G-4 during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

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

ARTICLE 5 - INSURANCE

A. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

B. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.

C. Worker's Compensation.

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

D. Contractor's Liability Insurance.

- (i) The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
- (ii) Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
- (iii) Bodily Injury Liability limits shall be for an amount of no less than \$500,000 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 \$1,000,000 Dollars on the account of any one occurrence.
- (iv) Property Damage Liability Insurance shall be in an amount of not less than \$250,000 Dollars per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than \$1,000,000 Dollars aggregate for damage on account of all occurrences.
- (v) Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than \$1,000,000 Dollars Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.
- (vi) The owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

E. Builder's Risk Insurance.

Each Contractor shall maintain insurance to protect himself and the Owner, 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 connected with the work, including materials delivered to the site but not yet installed.

F. 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.

- G. The Policies as listed above shall all contain the following special provisions:
- (i) "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 Fairfield County Commissioners.
 - (ii) The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/or her Subcontractors.
 - (iii) Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
 - (iv) 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

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards 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.

- D. The Contractor shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

ARTICLE 7 - PERMITS

The Owner is responsible for obtaining and paying for the following permits. None. The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

ARTICLE 8 - SUPERVISION

- A. The Contractor will supervise and direct the work. He 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 representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its 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.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other 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 Owner.

- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the effected property.

ARTICLE 9 - CLAIMS AGAINST CONTRACTOR

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, 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 Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments in good faith.

ARTICLE 10 - SUBCONTRACTING

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

- C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 17 page B-5, of INSTRUCTIONS TO BIDDERS. The Contractor shall be fully responsible to the Owner 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

- A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the 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.
- B. 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.
- C. No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

ARTICLE 12 - TIME

- A. The Date of beginning and 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.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. The project shall be fully completed on or before July 12, 2024 ("Contract Time"). The contractor shall not commence construction until the date of commencement of work specified in a written "Notice to Proceed".
- D. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages \$300.00 per day for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. In no case shall the Owner be liable for payments for any work completed or costs incurred after the Contract Time unless agreed to in writing by the Owner.

ARTICLE 13 - COMPLETION OF WORK

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - PAYMENT

Payment to the Contractor shall be made by the Owner as follows: 100% upon 100% completion and approval by the Village of Pleasantville. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved request for payment from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the contractor. A turnaround time of 30-40 days is expected from the date the Owner receives an invoice approved by the Project Engineer/Architect before said funds are forwarded to the Owner.

It is important that the progress schedule be based on achievable goals, and that the Contractor make every effort to meet target dates. The Owner 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 contractors.

SUPPLEMENTAL GENERAL CONDITIONS

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications, and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents".

Drawings: Village of Pleasantville Pool Improvements – Concrete Deck
Number: 18041 Date: 2/23/2024

Specifications: As noted on the plans and as follows:

Page:

Addenda:

Number:

Date:

2. STATED ALLOWANCES

The Contractor shall include the following cash allowances in his proposal:

Contractor should include all allowances necessary for a successful project completion including traffic control.

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND 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 \$ _____* for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$*_____ on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$_____*

*See page C-3

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

5. **PHOTOGRAPHS OF PROJECT**

The Contractor will furnish photographs in the number, type, and stage as enumerated below:

Contractor should photo or video the project site before, during and after project completion.

6. **SCHEDULE OF FEDERAL OCCUPATIONAL CLASSIFICATIONS AND DAVIS-BACON MINIMUM HOURLY WAGE RATES**

Given in Section I.

7. **BUILDER'S RISK INSURANCE**

The Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

8. The Contractor and all subcontractors shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9. The Contractor and all subcontractors shall comply with the awarding agency's requirements and regulations pertaining to copyrights and rights in data.

10. The Contractor and all subcontractors will have no discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the Contractor.

**GENERAL SPECIFICATIONS
(AS NOTED ON THE PLANS)**

BID FOR UNIT PRICE CONTRACTS

Place _____
Date _____

Proposal of _____ hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of _____, ** a partnership, or an individual doing business as _____.

To the Fairfield County Commissioners (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner with full completion by no later than July 12, 2024. Bidder further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

*Insert corporation, partnership or individual as applicable.

**Insert name of state .

Bidder agrees to perform all the work described in the specifications for the unit prices provided on the attached "Bid Sheet."

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

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

Respectfully submitted:

By _____
(Signature)

(Title)

(SEAL - if bid is by a corporation)

(Business Address and Zip Code)

(Telephone Number and Fax Number)

(Federal I.D. #)

(Email Address)

**BID SHEET
(SEE ATTACHED)**

BASE BID - VILLAGE OF PLEASANTVILLE - POOL IMPROVEMENTS - CONCRETE DECK

Line No.	Description	Quantity	Unit	Unit Price			Extended Price
				Labor	Materials	Total (L+M)	(Quantity x Total)
1	MOBILIZATION / DEMOBILIZATION	1	LS				
2	CONCRETE POOL DECK REMOVAL & REPLACEMENT, PER PLAN	4,500	SF				
3	POOL DECK GROUNDING & BONDING, COMPLETE	1	LS				
4	REMOVE & REINSTALL EQUIPMENT/FENCING, COMPLETE	1	LS				
5	DRAINAGE IMPROVEMENTS, COMPLETE	1	LS				
TOTAL BASE BID (sum lines 1:5) IN WORDS and NUMBERS							

ADDITIONAL BID

Line No.	Description	Quantity	Unit	Unit Price			Extended Price
				Labor	Materials	Total (L+M)	(Quantity x Total)
A1	SKIMMER BOX REPLACED, COMPLETE	7	EA				
TOTAL ADDITIONAL BID (sum line A1) IN WORDS and NUMBERS							

NOTE: Additional Bid will be included in the review for recommendation of Award. All Bidders shall provide an Additional Bid Price.

SUBMITTED BY: _____

Bid Item Description
Village of Pleasantville
Pool Improvements – Concrete Deck

Method of Payment

Unit Quantity “LS” Bid Item: The accepted bid item will be paid for at the contract lump sum price complete or if any portion of the work has been completed at the time request for payment is submitted, at a percentage of the contract lump sum price bid equivalent to the percentage of the work completed and accepted at the time payment is requested.

Unit Quantity “EA” Bid Item: The accepted bid item will be paid for at the contract unit price per each unit detailed and complete in place.

Unit Quantity “SF” Bid Item: The accepted bid item will be paid for at the contract unit price per square foot at the thickness detailed and complete in place.

Item Descriptions

❖ **Bid Item 1**

- The lump sum bid item, Mobilization / Demobilization, shall include mobilizing and demobilizing of all machinery, material, tools, and manpower necessary to complete the project. The contractor shall include all general conditions under this pay item. Contractor shall secure site for the safety of the public.

❖ **Bid Item 2**

- The lump sum bid item, Concrete Pool Deck Removal & Replacement, includes all equipment, material, tools, and labor necessary to remove the existing concrete pool deck and pour a new concrete pool deck. Work shall include all necessary equipment for the removal and placement of concrete. This bid item shall also include reinforcing as detailed.

❖ **Bid Item 3**

- The lump sum bid item, Pool Deck Grounding & Bonding, includes all equipment, material, tools, and labor necessary to install a complete grounding system to meet code requirements around the pool as detailed. Work shall also include any coordination with the health department and building department for inspections.

❖ **Bid Item 4**

- The lump sum bid item, Remove & Reinstall Equipment/Fencing, includes all equipment, material, tools, and labor to perform the work as detailed. Contractor shall include reinstalling fence fabric and providing and installing new fence posts as detailed. Contractor shall also include the removal/reinstalling of the pool equipment (lifeguard stands, ladders, chair lift, and diving board), concrete footing, anchor bolts and sockets under this bid item, as detailed.

❖ **Bid Item 5**

- The lump sum bid item, Drainage Improvements, includes all equipment, material, tools, and labor necessary to install a new channel drain and piping to an existing catch basin. Work also includes connecting to the downspout and installing pipe to the basin as detailed.

Alternate Bid Item Description

❖ **Bid Item A1**

- The quantity of Skimmer Box Replaced shall include all equipment, material, tools, and labor necessary to replace the existing box with like design and material. The contractor shall include faceplate, lid, and any fitting/gaskets necessary for reconnecting the new skimmer boxes to piping and pool.

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

O.R.C. 5719.042

STATE OF OHIO: _____

SS: _____

TO: _____

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

Contractor Signature

Sworn to before me and subscribed in my presence this ____ day of _____,
20__.

Notary Public

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____¹ as Principal and _____² as Surety, are hereby held and firmly bound unto _____³ hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as: _____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ DOLLARS (\$_____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

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

¹Here insert full name or legal title of Contractor and address

²Here insert full name or legal title of Surety

³Here insert full name or legal title of Owner

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligees herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20____.

Principal

By: _____
Title: _____

Surety

By: _____
Attorney-in-Fact

Surety Company Address:

Surety Agent's Name and Address:

NONCOLLUSION AFFIDAVIT

State of _____

County of _____

BID Identification _____

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; 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 any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before me this ____ day of _____, 20__.

Seal of Notary

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

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

CONTRACT

THIS AGREEMENT made this 19TH day of April, 2024, by and between Cooper Concrete¹ hereinafter called the "Contractor", and Fairfield County hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner 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, Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck all in strict accordance with the Contract Documents including all addenda thereto, numbered N/A, all as prepared by Verdantas, acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner 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 \$ 70,287.00 subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda (N/A)

¹ Choose term most applicable: a corporation organized and existing under the laws of the State of OHIO; a partnership consisting of _____; an individual trading as Cooper
Concrete Services LLC

² Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

c. All documents of the Bid Packet entitled: Bid Packet for Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck and dated March 2024 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

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. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component 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 three original copies on the day and year first above written.

CONTRACTOR:

OWNER:
FAIRFIELD COUNTY COMMISSIONERS

Signature

Signature

Typed/printed name

Typed/printed name

Title

President

Title

Certifications:

I, _____, certify that I am the
_____ of the corporation named as Contractor herein; that
_____ who signed this Agreement on behalf of the
Contractor, was then _____ of said corporation; that said
Agreement was duly signed for and in behalf of said corporation by authority of its governing
body, and is within the scope of its corporate powers.

_____ Corporate

_____ SEAL

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and 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.

NOTICE OF AWARD

To: Cooper Concrete Services LLC

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

The OWNER has considered the BID submitted by you on March 29, 2024, for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$76,287.00.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture 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.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 9th day of April, 2024.

FAIRFIELD COUNTY COMMISSIONERS

Owner

By: 
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ on this day of _____, 2024

By: _____
Name and Title: _____

cc: CONTRACTOR'S Surety Agent

NOTICE OF AWARD

Surety's Agent

NOTICE TO PROCEED

To: _____ Date: _____

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024 on or after the date of this “Notice”, and you are to complete the WORK by no later than July 12, 2024.

FAIRFIELD COUNTY COMMISSIONERS
Owner

By: _____
Name: _____
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this _____ day of _____, 2024.

By: _____
Name: _____
Title: _____

**NOTICE OF COMMENCEMENT FOR
PUBLIC IMPROVEMENT
SECTION 1311.252 OHIO REVISED CODE**

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: Fairfield County – CDBG – Village of Pleasantville Pool
Improvements – Concrete Deck

Location: Village of Pleasantville

Project Number: N/A

2. The public authority's name and address:

Fairfield County Commissioners

210 East Main Street, Room 301

Lancaster, Ohio 43138

3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractors	Trade
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. The name and address of the sureties for all principal contractors involved with the public improvement:

Surety	Principal Contractor
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. The name and address of the public authority's representative for the purposes of being served an affidavit pursuant to Section 1311.26 of the Revised Code.

Fairfield County Commissioners
County Courthouse
210 East Main Street, Room 301
Lancaster, Ohio 43130

Public Authority

By: _____

Title: President _____

State of Ohio,
County of _____:

Signed and sworn to before me this _____ day of _____, _____.

Notary Public

CHANGE ORDER

Order No. 1

Date: _____

Agreement Date: _____

NAME OF PROJECT: Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

OWNER: Fairfield County

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME: _____

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all WORK will be same as original contract(Date)

Recommended By:

Engineer/Architect: _____

Signature: _____

Title: _____

Accepted By:

Owner: _____

Signature: _____

Title: _____

Contractor:

Signature: _____

Title: _____

County:

Signature: _____

Title: _____

Township:

Signature: _____

Title: _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the Fairfield County Commissioners 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.

Date: _____

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

I, _____ 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 Fairfield County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

SEAL:

**CONSTRUCTION CONTRACTS
FINAL INSPECTION APPROVAL FORM**

I, _____, have inspected the work performed by _____
_____ on the
_____. All work has
been performed and completed according to Contract specifications, thereby giving
clearance for final payment to _____ for the Fairfield
County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck upon
approval of _____
_____.

The actual Performance Outcome of the project was:

_____.

Project Inspector

CONFLICT OF INTEREST

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 AND 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 AND 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 herefrom.

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. 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-base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. 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 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.

C. DANGER SIGNALS AND 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 this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

D. ASBESTOS HAZARDS

Asbestos has been identified by the U.S. Environmental Protection Agency (U.S. EPA) as a hazardous substance under the Clean Air Act's National Emission Standards for Hazardous Air Pollutants (NESHAP) at 40 CFR 61 Subpart M. Furthermore, U.S. EPA identifies the primary asbestos emission source as friable asbestos emitted during renovation and demolition of buildings and other structures and during its subsequent disposal.

If at any time during construction it is determined that asbestos materials are present in a building or facility which exceeds the federal thresholds, the Contractor shall adhere to any and all applicable U.S. EPA (with augmentation by OEPA Asbestos Emission Control Rules), NESHAP, ODH and any other regulatory agency guidelines for projects undergoing demolition and renovation.

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

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

1. 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 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.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (Contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

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

- (1) 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 employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.

- (2) 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.
- (3) 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 available to employees and applicants for employment.
- (4) 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.
- (5) The contractor will 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 will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Community Development (OCD), the U.S. Department of Housing and Urban Development 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.
- (6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, 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 law.
- (7) 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 Executive 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 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 Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

- (1) The Offerer'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.
- (2) The goals and timetables for minority 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
10%	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 a 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.

- (3) The Contractor shall provide written certification (form enclosed herein) 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.

- (4) 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):

Ohio

Fairfield County

Village of Pleasantville

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

- (1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (i) Black; all persons having origins in any of the Black African racial groups not of Hispanic origin;
 - (ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) 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; and

- (iv) 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.
- (2) 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.
- (3) 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 an 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. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown 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 Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) 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.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the 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.

- (7) 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 document these efforts fully, and 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 the organizations' responses.
 - c. Maintain a current file of the names, 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 opportunities and/ or participate in 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 or 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 specifications 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 Foremen, 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 it in any advertising in the news media, specifically including minority and 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 and 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 the site and in other areas of a 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 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.
- (8) 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, joining 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 contractor 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 a defense for the Contractor's non-compliance.

- (9) 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 non-minority. 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 under utilized).
- (10) 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.
- (11) **The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.**
- (12) 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.
- (13) 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.

- (14) **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.
- (15) 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).

C. **Certification of Nonsegregated Facilities (Over \$10,000)**

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a 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 and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, **transportation and housing facilities provided for 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/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she 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/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**Parking lots, drinking fountains, recreation or entertainment areas

D. 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 financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974.

(a) 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 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.

PROPOSED SUBCONTRACTS BREAKDOWN TABLE A

FOR THE PERIOD COVERING THE DURATION OF THE CDBG ASSISTED PROJECT

Column 1	Column 2	Column 3	Column 4	Column 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES

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

_____ Company

_____ Project Name

_____ N/A
Project Number

_____ EEO Officer (Signature)

PROPOSED SUBCONTRACTS BREAKDOWN TABLE A

FOR THE PERIOD COVERING THE DURATION OF THE CDBG ASSISTED PROJECT

Column 1	Column 2	Column 3	Column 4	Column 5
TYPES OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES
Kuttridge elev.	1	\$ 4,575.00	0	0
The Fence Guy	1	4,896.00	0	0

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

Cogon Concrete Services
Company

Pleasantville pool concrete deck N/A
Project Name Project Number

[Signature]
EEO Officer (Signature)

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITION NOT CURRENTLY OCCUPIED	NUMBER POSITIONS TO BE FILLED WITH I.L.P.A.R.*
OFFICES/SUPERVISORS	1	1		
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE

JOURNEYMEN	3			
HELPERS	1			
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE

JOURNEYMEN	1			
HELPERS	1			
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE

JOURNEYMEN	2			
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TOTAL				
--------------	--	--	--	--

*Lower income project area residents (L.I.P.A.R.) are individuals residing within Fairfield County whose family income does not exceed 80% of the median income in the MSA.

Cooper Concrete Services
COMPANY

**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION BY PROPOSED CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: <i>Cooper Concrete Services LLC</i>	PROJECT NUMBER: N/A
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INSTRUCTIONS

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 such report is submitted.

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

Cooper Concrete Services LLC 3820 Conv Rd Nashport, OH 43890

1. Bidder 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. Bidder 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

NAME AND TITLE OF SIGNER (Please type)

<i>Jason H Cooper President</i> SIGNATURE <i>Jason H Cooper</i>	DATE <i>4/21/2024</i>
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Modeled after form HUD-12

**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING & COMMUNITY PARTNERSHIPS
CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: <i>Cooper Concrete Services</i>	PROJECT NUMBER: <i>Pleasantville Concrete Pool Deck</i>
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INSTRUCTIONS

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 subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)
*Gutridge Electric, Inc.
7491 Poplar Forks Road S.E.
Newark, OH 43056*

1. Bidder 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. Bidder 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

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE *Kevin O. Gutridge*

DATE *4-22-24*

Modeled after form HUD-12

CONTRACTOR'S CERTIFICATION

COMPLIANCE WITH AIR AND WATER ACTS

TO: Pleasantville / Fairfield County
CITY/VILLAGE/COUNTY

PROJECT: Village of Pleasantville Pool Improvements – Concrete Deck

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by Jason H Cooper
Contractor

Title: president

Date: 5/17/2024

CONTRACTOR'S CERTIFICATION

COMPLIANCE WITH AIR AND WATER ACTS

TO: Village of Pleasantville, Fairfield County
CITY/VILLAGE/COUNTY

PROJECT: Village of Pleasantville Pool Improvements – Concrete Deck

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by Kevin D. Gutridge
Contractor

Title: Vice President, Gutridge Electric, Inc.

Date: 05-17-2024 7491 Poplar Forks Rd. S.E.
Newark, OH 43056

Ohio Department of Development
Office of Community Development

Section 3 Business Self-Certification

Business Name Gutridge Electric, Inc. Business Phone Number 740-349-7624
Street Address 7491 Poplar Forks Rd. S.E. Business Website _____
City Newark, Business Point of Contact Charlotte Myers
State Ohio Business Email gutridge@windstream.net
Zip Code 43056

Type of Business: (Check One): ^S Corporation Partnership Sole Proprietorship Other

In accordance with 24 CFR 75, a business must meet at least one of the following criteria, documented within the last six-month period, to self-certify as a Section 3 business concern. Select all that apply:

- The business is at least 51 percent owned and controlled by low- or very low-income persons¹;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers²; or
- The business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.³

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75.

Date: 5-17-2024

Signature: Kevin D. Gutridge

Name: Kevin D. Gutridge

Title: Vice-President

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

² Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status Certification forms for all personnel.

³ Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted

**Ohio Department of Development
Office of Community Development**

Section 3 Business Self-Certification

housing.

**ARCHITECT'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: _____

Project Name: Village of Pleasantville Pool Improvements – Concrete Deck

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 of 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 101-19.603).

Architect for the project:
(Legal name and address) _____

Signature: _____

(Print Name)

Date: _____

Name of Chief Local
Executive Official: _____

Signature: _____

Date: _____

**ENGINEER'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: _____

Project Name: Village of Pleasantville Pool Improvements – Concrete Deck

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 of 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 101-19.603).

Engineer for the project:
(Legal name and address) _____

Signature: _____

(Print Name)

Date: _____

Name of Chief Local
Executive Official: _____

Signature: _____

Date: _____

**DESIGNER'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: _____

Project Name: Village of Pleasantville Pool Improvements – Concrete Deck

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 of 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 101-19.603).

Designer for the project:
(Legal name and address) _____

Signature: _____

(Print Name)

Date: _____

Name of Chief Local
Executive Official: _____

Signature: _____

Date: _____

LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence 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;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any Contractor 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 this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

**Ohio Department of Development
Office of Community Development**

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**Ohio Department of Development
Office of Community Development
Monthly Section 3 Utilization Report**

Reporting Period¹: From _____ To _____

Contractor Name: Codden Concrete Services
 Contractor Address: 3820 Lawn Rd
Norport, OH 43830
 Contractor Phone Number: 740 221-3345

Project Name: Pleasantville pool concrete deck
 Project Location²: Pleasantville
 Contractor Type: Prime Contractor Subcontractor
 Section 3 Business Concern³: Yes No

				Labor Hour Classification ¹⁰		
Employee Name	Work Classification ⁴	Section 3 Status ⁵	Total Labor Hours ⁶	Unclassified Labor Hours ⁷	Section 3 Labor Hours ⁸	Targeted Section 3 Labor Hours
Caleb Spier	Labor	Section 3				
Coman Cooper	Labor	Section 3				
Jason T. Cooper	Labor	Section 3				
Brandon Jackson	Labor	Section 3				
Tyler Noletti	Labor	Unclassified				
TOTAL:			0.00	0.00	0.00	0.00

CONTRACTOR CERTIFICATION:

I hereby certify the accuracy of the data reported above.

Date: _____

Signature: _____

Name: _____

Title: _____

FOR GRANT RECIPIENT USE ONLY¹¹

Office of Community Development Grant Information
 Grant Number: _____
 Project: _____
 Activity: _____

Reviewed by: _____ Date: _____

Ohio Department of Development
Office of Community Development

Section 3 Business Self-Certification

Business Name Cooper Concrete Services Business Phone Number 740 487-0028
Street Address 3850 Linn Rd Business Website _____
City NESLEPORT Business Point of Contact _____
State OHIO Business Email Jason@CooperConcreteServices.com
Zip Code 43830

Type of Business: (Check One): Corporation Partnership Sole Proprietorship Other

In accordance with 24 CFR 75, a business must meet at least one of the following criteria, documented within the last six-month period, to self-certify as a Section 3 business concern. Select all that apply:

- The business is at least 51 percent owned and controlled by low- or very low-income persons¹;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers²; or
- The business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.³

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75.

Date: 5/17/2024
Signature: Jason H Cooper
Name: Jason H Cooper
Title: president

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

² Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status Certification forms for all personnel.

³ Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted

Ohio Department of Development
Office of Community Development

Section 3 Worker Status Certification

An individual who works or seeks to work on a Section 3 project must certify his/her eligibility to be classified as a Section 3 Worker or Targeted Section 3 Worker, as defined in 24 CFR part 75. The status of a Section 3 Worker or Targeted Section 3 Worker shall not be negatively affected by a prior arrest or conviction.

Please select the applicable classification.

I am a worker who currently fits or when hired within the past five years fit one of the following categories, as documented:

Section 3 Worker

My income for the previous calendar year is below the income limit¹ established by HUD;

Targeted Section 3 Worker

I am a YouthBuild participant²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: 5/17/2024

Signature: Camden Cooper

Name: Camden Cooper

Address: 3820 Conn Rd.

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

A. 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

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

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

- (1)** 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.
- (2)** 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.
- (3)** 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.

CERTIFICATE OF COMPLIANCE
WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned Jason H Cooper, the duly authorized representative of Cooper Concrete Services LLC (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:

1. The contractor is responsible for employing only eligible sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor 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.
3. The contractor is responsible for collecting weekly certified payrolls from its sub-contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. 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 prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: Jason H Cooper DATE: 4/21/2024
TITLE: president

CERTIFICATE OF COMPLIANCE
WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned Jason H Cooper, the duly authorized representative of Cooper Concrete (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:

1. The contractor is responsible for employing only eligible sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor 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.
3. The contractor is responsible for collecting weekly certified payrolls from its sub-contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. 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 prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: Jason H Cooper DATE: 8/17/2024
TITLE: president

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE 5/17/2024
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County - CDBG - Village of Pleasantville Pool Improvements - Concrete Deck

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges 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, is his responsibility;

2. He certifies that:
 - (a) Neither he 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. 276a-2(a)].
 - (b) 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 such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

Cooper Concrete Services LLC
3820 Conn Rd Washport, OH 43830

(b) The undersigned is:

- (1) A Single Proprietorship
 (2) A corporation organized in the State of
 (3) A Partnership
 (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Jason H Cooper	president	3820 Conn Rd Washport, OH 43830

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

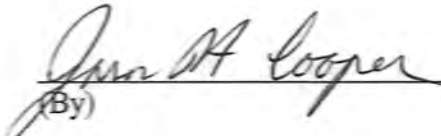
NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date: 5/17/2024

(Contractor)



(By)

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."

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges 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, is his responsibility;

2. He certifies that:
 - (a) Neither he 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. 276a-2(a)].
 - (b) 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 such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

(b) The undersigned is:

- _____ (1) A Single Proprietorship
- _____ (2) A corporation organized in the State of _____
- _____ (3) A Partnership
- _____ (4) Other Organization (Describe): _____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date: _____

(Contractor)

(By)

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."

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE May 1, 2024
C/O Gutridge Electric, Inc. 7491 Poplar Forks RD SE Newark, OH 43056-9452	PROJECT NUMBER (IF ANY)
	PROJECT NAME Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges 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, is his responsibility;

2. He certifies that:
 - (a) Neither he 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. 276a-2(a)].
 - (b) 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 such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

GUTRIDGE ELECTRIC, INC.
 7491 POPLAR FORKS RD SE
 NEWARK, OH 43056-9452

(b) The undersigned is:

- _____ (1) A Single Proprietorship
 X (2) A corporation organized in the State of
 _____ (3) A Partnership
 _____ (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Joseph D. Gutridge	President	7491 Poplar Forks, Newark 43056
Kevin D. Gutridge	Vice President	3715 Valley View Rd, Zanesville, OH
Barbara K. Gutridge	Secretary/Treasurer	7491 Poplar Forks, Newark 43056

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST
None		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

Date: May 1, 2024

Gutridge Electric, Inc.

(Sub-Contractor)

Kevin D. Gutridge

(By)

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."

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

MINIMUM WAGES

STATE OF OHIO)
)
)
)
COUNTY OF _____) SS: _____

I _____, _____
(Name of person signing affidavit) (Title)

OF THE _____, DO HEREBY
(Name of Contractor or Subcontractor)

CERTIFY THAT THE WAGES PAID TO ALL EMPLOYEES FOR THE FULL NUMBER OF
HOURS WORKED IN CONNECTION WITH _____
(NAME OF OWNER)

CONTRACT NO. _____, FOR _____
(Description of Project)

DURING THE FOLLOWING PERIOD FROM _____ TO _____

IS IN ACCORDANCE WITH THE MINIMUM RATES OF WAGES PRESCRIBED BY THE
CONTRACT DOCUMENTS. I FURTHER CERTIFY THAT NO REBATES OR DEDUCTIONS
FROM ANY WAGES DUE ANY PERSON HAVE BEEN DIRECTLY OR INDIRECTLY
MADE OTHER THAN THOSE PROVIDED BY LAW.

(Signature of Officer or Agent)

SWORN TO AND SUBSCRIBED IN MY PRESENCE THIS _____
DAY OF _____, _____.

Notary Public

PARTIAL WAIVER OF MECHANIC'S LIEN

Progress Payment No. _____

TO ALL WHOM IT MAY CONCERN:

Upon receipt of the sum of (3) _____

Dollars (\$ _____), the undersigned, subject to the reservations contained herein below,

does hereby waive, release and relinquish any and all liens and claims for liens for

labor or work performed and/or material furnished through the (4) _____ day of

(5) _____, 20(6) _____ to the construction project commonly known as (7)

_____ ,

located at (8) _____

and owned by (9) _____.

Nothing in this Partial Waiver of Mechanic's Lien shall waive or otherwise affect lien

rights for retainage now being held by (10) _____

for Labor or work performed and/or material furnished prior to the (4) _____ day of

(5) _____, (6) _____ on or to the above referenced project.

Dated this (11) _____ day of (12) _____, (13) _____.

WITNESS:

(14) _____ (15) _____

By _____
(16)

(14) _____

Instructions For
PARTIAL WAIVER OF MECHANIC'S LIEN

- (1) Underlined Material May Require Editing
- (2) Number of Progress Payment
- (3) Amount of Progress Payment
- (4) Day - Effective Date of Progress Payment
- (5) Month - Effective Date of Progress Payment
- (6) Year - Effective Date of Progress Payment
- (7) Name of Project
- (8) Address of Project
- (9) Name of Owner
- (10) Name of Original Contractor
- (11) Day
- (12) Month
- (13) Year
- (14) Signature of Witness
- (15) Name of Party Waiving Lien
- (16) Name and Capacity of Signing Agent
- (17) Location of Acknowledgment

FEDERAL DAVIS – BACON WAGE DECISION
SECTION 1

FEDERAL DAVIS-BACON PREVAILING WAGE RATE REQUIREMENTS

The Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck is subject to the following Prevailing Wage Rates:

[OH20240001](#)

Attached are the Federal Prevailing Wage Rates applicable to this project as of the date this bid packet was compiled. The Contractor is responsible for ensuring that the wages paid to all employees reflect the wage rates that are current on the day of the bid opening.

Current Wage Rates may be obtained at the following website:

www.sam.gov

Ohio
Fairfield County
Heavy/Highway

"General Decision Number: OH20240001 01/26/2024

Superseded General Decision Number: OH20230001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<hr/> If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<hr/> Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024

BROH0001-001 06/01/2022

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

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

BROH0001-004 06/01/2022

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

BROH0003-002 06/01/2022

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

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

BROH0005-003 06/01/2020

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

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

BROH0006-005 06/01/2022

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

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

BROH0007-002 06/01/2022

LAWRENCE

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

BROH0007-005 06/01/2022

PORTAGE & SUMMIT

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

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

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

BROH0008-001 06/01/2022

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

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

BROH0009-002 06/01/2022

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

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

BROH0010-002 06/01/2022

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

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

BROH0014-002 06/01/2022

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

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

BROH0016-002 06/01/2022

ASHTABULA, GEAUGA, and LAKE COUNTIES

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

BROH0018-002 06/01/2022

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

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

BROH0022-004 06/01/2022

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

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

BROH0032-001 06/01/2022

GALLIA & MEIGS

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

BROH0035-002 06/01/2022

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

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

BROH0039-002 06/01/2022

ADAMS & SCIOTO

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

BROH0040-003 06/01/2022

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

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

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

Free standing stack work ground level to top of stack;

Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

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

BROH0044-002 06/01/2022

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

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

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

BROH0046-002 06/01/2022

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

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

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.
"Hot" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2022

ATHENS COUNTY

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

BROH0052-003 06/01/2022

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

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

BROH0055-003 06/01/2022

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

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

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

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

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

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

CARP0069-006 05/01/2017

COSHOCTON, HOLMES, **KNOX** & MORROW

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

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

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

CARP0200-002 05/01/2023

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

	Rates	Fringes
CARPENTER.....	\$ 32.42	21.42
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 32.42	21.42

CARP0248-005 07/01/2008

LUCAS & WOOD

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

CARP0248-008 07/01/2008

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

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

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

CARP0372-002 05/01/2023

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

	Rates	Fringes
CARPENTER.....	\$ 28.85	24.59

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

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

* CARP0735-002 05/01/2023

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 31.62	21.63

CARP1311-001 05/01/2017

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

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

CARP1393-002 07/01/2008

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

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

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

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

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

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

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

CARP1871-008 05/01/2017

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

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

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

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

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

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

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

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

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

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

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

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

ELEC0008-002 05/23/2022

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

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

ELEC0032-003 12/04/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.17	22.82

ELEC0038-002 04/24/2023

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

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 43.13	23.31

FOOTNOTES;

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

ELEC0038-008 04/24/2023

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

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 29.80	13.80
Installer Technician.....	\$ 28.55	13.76

FOOTNOTES;

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

vacation for 2 or more years' service

ELEC0064-003 11/27/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 37.90	20.08

ELEC0071-001 01/01/2019

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

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

ELEC0071-004 01/01/2019

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

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

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 25.06	12.26

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

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

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

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT, and WAYNE COUNTIES

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

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

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

ELEC0071-014 01/01/2019

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

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

ELEC0082-002 12/05/2022

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

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

* ELEC0082-006 11/28/2022

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

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

ELEC0129-003 02/27/2023

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

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

ELEC0129-004 02/27/2023

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

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

ELEC0141-003 09/01/2019

BELMONT COUNTY

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

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

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

ELEC0212-005 06/05/2023

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.41	21.55

ELEC0245-001 08/29/2022

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

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

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

ELEC0245-003 08/29/2022

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

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

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

ELEC0245-004 08/28/2023

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 52.76	27%+7.50
Groundman/Truck Driver.....	\$ 20.07	27%+7.50
Lineman.....	\$ 45.88	27%+7.50
Operator - Class 1.....	\$ 36.70	27%+7.50
Operator - Class 2.....	\$ 32.12	27%+7.50

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

ELEC0246-001 10/31/2022

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

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

ELEC0306-005 05/29/2023

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

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 40.15	5.25%+20.85

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 37.15	28.48

ELEC0540-005 12/26/2022

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

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

ELEC0573-003 06/05/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.70	21.07

ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships),

PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	21.76

ELEC0648-001 08/29/2022

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

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

ELEC0673-004 05/29/2023

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

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 37.55	23.58

ELEC0683-002 05/29/2023

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.75	24.19
ELECTRICIAN.....	\$ 37.75	24.16

ELEC0688-003 05/30/2022

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

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

ELEC0972-002 06/01/2023

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

COUNITES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.70	30.26
ELECTRICIAN.....	\$ 35.45	30.25

ELEC1105-001 05/29/2023

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

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

ENGI0018-003 05/01/2019

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

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

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

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

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN,
BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,

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

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

OPERATING ENGINEER CLASSIFICATIONS

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

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

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid

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

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

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

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

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE		

PROJECTS

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

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

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

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

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

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2023

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

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, &
Structural.....\$ 35.83 28.01

IRON0017-010 05/01/2023

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

Rates Fringes

IRONWORKER

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

IRON0044-001 06/01/2022

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

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

IRON0044-002 06/01/2023

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

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

IRON0055-003 07/01/2023

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

	Rates	Fringes
IRONWORKER		
Fence Erector	\$ 25.40	23.87
Flat Road Mesh	\$ 29.77	21.30
Tunnels & Caissons Under Pressure	\$ 29.77	21.30
All Other Work	\$ 34.25	28.20

IRON0147-002 06/01/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 33.00	25.59

IRON0172-002 06/01/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 34.07	22.55

IRON0207-004 06/01/2023

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

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

IRON0290-002 06/01/2023

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line

drawn from Blanchester through Morrow to the western county line) COUNTIES

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

IRON0549-003 12/01/2022

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

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

IRON0550-004 05/01/2023

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (5. of Old Rte. #224), MAHONING (5. of Old Rte. #224), MEDINA (5. of Old Rte. #224), PORTAGE (5. of Old Rte. #224), RICHLAND, STARK, SUMMIT (5. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

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

IRON0769-004 06/01/2023

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

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

IRON0787-003 12/01/2023

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.30	23.95

LABO0265-008 05/01/2023

	Rates	Fringes
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LABORER

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

GROUP 1.....	\$ 35.05	13.70
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GROUP 2	\$ 35.22	13. 70
GROUP 3	\$ 35.55	13. 70
GROUP 4	\$ 36.00	13. 70
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION	\$ 37.66	13. 70
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1	\$ 36.28	13. 70
GROUP 2	\$ 36.45	13. 70
GROUP 3	\$ 36.78	13. 70
GROUP 4	\$ 37.23	13. 70
REMAINING COUNTIES OF OHIO		
GROUP 1	\$ 34.62	13. 70
GROUP 2	\$ 34.79	13. 70
GROUP 3	\$ 35.12	13. 70
GROUP 4	\$ 35.57	13. 70

LABORER CLASSIFICATIONS

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

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

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

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

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

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

PAIN0006-002 05/01/2023

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

Rates Fringes

PAINTER

COMMERCIAL NEW WORK;

REMODELING; & RENOVATIONS

GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95

COMMERCIAL REPAINT

GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2023

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

Rates Fringes

PAINTER

NEW COMMERCIAL WORK

GROUP 1.....	\$ 28.59	20.04
GROUP 2.....	\$ 29.59	20.04
GROUP 3.....	\$ 29.59	20.04
GROUP 4.....	\$ 29.59	20.04
GROUP 5.....	\$ 29.59	20.04
GROUP 6.....	\$ 29.59	20.04
GROUP 7.....	\$ 29.59	20.04
GROUP 8.....	\$ 29.59	20.04
GROUP 9.....	\$ 29.59	20.04

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

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

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

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

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		
STRIPING		

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

PAIN0093-001 12/01/2022

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

Rates Fringes

PAINTER

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

PAIN0249-002 05/01/2023

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

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

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

PAINTER

Bridge Equipment Tenders and Containment Builders....\$ 27.93	7.25
Bridges; Blasters; andRiggers.....\$ 34.60	7.25
Brush and Roller.....\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting;	

and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

Rates Fringes

PAINTER

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

PAIN0476-001 06/01/2023

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PAINTER

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

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

Rates Fringes

PAINTER

GROUP 1.	\$ 31.95	17.05
GROUP 2.....	\$ 33.47	17.05
GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

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

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
 b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
 c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2023

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.78	17.12
Structural Steel.....	\$ 27.38	17.12

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

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

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

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

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

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

PAIN0841-001 06/01/2023

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

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 30.18	15.50
GROUP 2.....	\$ 30.83	15.50
GROUP 3.....	\$ 30.93	15.50
GROUP 4.....	\$ 31.03	15.50
GROUP 5.....	\$ 31.43	15.50
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 31.68	15.50

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

PAIN1020-002 07/01/2023

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

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

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

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2023

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

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

PLAS0109-001 05/01/2023

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0109-003 05/01/2023

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0132-002 07/01/2023

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

	Rates	Fringes
PLASTERER.....	\$ 28.40	16.24
PLAS0404-002 05/01/2018		

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11
PLAS0404-003 05/01/2018		

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
PLAS0526-022 05/01/2018		

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
PLAS0526-023 05/01/2018		

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11
PLAS0886-001 05/01/2023		

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

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
PLAS0886-003 05/01/2023		

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

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
PLAS0886-004 05/01/2023		

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

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
PLUM0042-002 07/01/2023		

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

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

PLUM0050-002 07/03/2023

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 47.15	24.21

PLUM0055-003 05/01/2023

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

	Rates	Fringes
PLUMBER.....	\$ 41.11	29.88

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

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

PLUM0094-002 05/01/2023

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

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

PLUM0120-002 05/01/2023

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

	Rates	Fringes
PIPEFITTER.....	\$ 45.62	27.30

PLUM0162-002 06/01/2022

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

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

PLUM0168-002 06/01/2023

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

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

PLUM0189-002 06/01/2022

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

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

PLUM0219-002 06/01/2023

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 43.22	27.29

PLUM0392-002 06/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

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

PLUM0396-001 06/01/2023

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

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

PLUM0495-002 06/01/2023

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon
Townships), COLUMBIANA (Washington & Yellow Creek Townships &
Liverpool Township, Secs. 35 & 36, West of County Rd. #427),
COSHOCKTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South
to State Rte. #78 & from McConnelsville west on State Rte. #37

to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS
 COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 32.23	35.40

PLUM0577-002 06/01/2023

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

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

PLUM0776-002 07/01/2023

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

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

TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

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

TRUCK DRIVER CLASSIFICATIONS

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

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

TEAM0436-002 05/01/2023

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.00	18.95
GROUP 2.....	\$ 32.50	18.95

GROUP 1: Straight & Dump, Straight Fuel

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"



April 2, 2024

Fairfield County Regional Planning Commission
Joshua Hillberry, Regional Planner
138 West Chestnut Street
Lancaster, Ohio 43130

Re: Village of Pleasantville – Pool Improvements-Concrete Deck
Bid Award Recommendation

Dear Mr. Hillberry,

Verdantas has reviewed the bid submitted on March 29, 2024 for the Village of Pleasantville – Pool Improvements-Concrete Deck project. The following is a summary of the bids submitted followed by our recommendation for award:

<u>Contractor</u>	<u>Base Bid</u>	<u>Additional Bid</u>
Cooper Concrete Services LLC	\$70,287.00	\$6,000.00
Grosse Construction Services LLC	\$88,060.00	\$2,198.00

Verdantas has checked the bid for mathematical errors and prepared a bid tabulation (see attached). One bid received is under the engineer's base bid estimate of \$71,100.00 while the second bid was over by more than 23%. Cooper Concrete Services is the apparent low bidder and the required forms were included in their bid package. Verdantas has worked with Cooper Concrete Services in the past including a few projects in the Village of Pleasantville. All of those projects were completed satisfactorily. Based on the information provided in their bid and previous experience with the Contractor, we recommend that the project (*base bid and additional bid*) be awarded in the amount of **\$76,287.00** to:

Cooper Concrete Services LLC
3820 Conn Road, Nashport, Ohio 43830

Considering this volatile bidding environment, we are pleased with the results of the bid opening and hope the County and Village are as well. Please feel free to contact our office with any questions or concerns.

Sincerely,
Verdantas LLC

Alan Brown, PE
AVP/ Department Leader

Attachment: Bid Tabulation

**FAIRFIELD COUNTY COMMISSIONERS
VILLAGE OF PLEASANTVILLE
POOL IMPROVEMENTS - CONCRETE DECK
BID TABULATION
BASE BID ESTIMATE: \$71,100.00**

BASE BID				1. Cooper Concrete Services LLC				2. Grosse Construction Services LLC			
Line No.	Description	Quantity	Unit	Unit Price			Extended Price	Unit Price			Extended Price
				Labor	Materials	Total (L+M)	(Quantity x Total)	Labor	Materials	Total (L+M)	(Quantity x Total)
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 4,500.00	\$ 4,700.00	\$ 9,200.00	\$ 9,200.00	\$ 1,000.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
2	CONCRETE POOL DECK REMOVAL & REPLACEMENT, PER PLAN	4,500	SF	\$ 5.47	\$ 4.57	\$ 10.04	\$ 45,180.00	\$ 11.00	\$ 6.18	\$ 17.18	\$ 77,310.00
3	POOL DECK GROUNDING & BONDING, COMPLETE	1	LS	\$ 3,075.00	\$ 1,500.00	\$ 4,575.00	\$ 4,575.00	\$ 500.00	\$ 650.00	\$ 1,150.00	\$ 1,150.00
4	REMOVE & REINSTALL EQUIPMENT/FENCING, COMPLETE	1	LS	\$ 4,150.00	\$ 4,582.00	\$ 8,732.00	\$ 8,732.00	\$ 1,800.00	\$ 2,300.00	\$ 4,100.00	\$ 4,100.00
5	DRAINAGE IMPROVEMENTS, COMPLETE	1	LS	\$ 1,750.00	\$ 850.00	\$ 2,600.00	\$ 2,600.00	\$ 1,300.00	\$ 700.00	\$ 2,000.00	\$ 2,000.00
TOTAL BASE BID (sum lines 1:5)							\$ 70,287.00				\$ 88,060.00

ADDITIONAL BID				1. Cooper Concrete Services LLC				2. Grosse Construction Services LLC			
Line No.	Description	Quantity	Unit	Unit Price			Extended Price	Unit Price			Extended Price
				Labor	Materials	Total (L+M)	(Quantity x Total)	Labor	Materials	Total (L+M)	(Quantity x Total)
A1	SKIMMER BOX REPLACED, COMPLETE	7	EA	\$ 351.57	\$ 505.57	\$ 857.14	\$ 6,000.00	\$ 139.00	\$ 175.00	\$ 314.00	\$ 2,198.00
TOTAL ADDITIONAL BID (sum line A1)							\$ 6,000.00				\$ 2,198.00

CERTIFIED BY: 

DATE: 3/29/2024

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24004263 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

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COOPER CONCRETE SERVICES, LLC
3820 CONN ROAD
NASHPORT, OH 43830

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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
740-487-0028		4618		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/25/2024	15440			CDBG
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

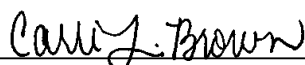
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Village of Pleasantville Concrete Deck GL Account: 12278812 - 570000	1.0	EACH	\$76,287.00	\$76,287.00
GL SUMMARY					
	12278812 - 570000			\$76,287.00	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$76,287.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 04/25/2024



Auditor Fairfield County, OH

Purchase Order Total \$76,287.00

For Department Use ONLY



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2256

Governor **Mike DeWine**
Administrator/CEO **John Logue**

www.bwc.ohio.gov
1-800-644-6292

04/24/2023
Date Mailed

#BWNFVSQ
#XX19927198#

COOPER CONCRETE SERVICES LLC
3820 CONN RD
NASHPORT OH 43830

IMPORTANT DOCUMENT: REMOVE AND POST



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01577527

Period Specified Below
07/01/2023 to 07/01/2024

COOPER CONCRETE SERVICES LLC
3820 CONN RD
NASHPORT OH 43830



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cooper Concrete Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3820 Conn RD

6 City, state, and ZIP code
Nashport Ohio 43830

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
4	7	-	5	0	2	9	2	5	1

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► *[Signature]* Date ► *2/15/2020*

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION BY PROPOSED CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: <i>Cooper Concrete Services LLC</i>	PROJECT NUMBER: N/A
---	-------------------------------

INSTRUCTIONS

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 such report is submitted.

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

Cooper Concrete Services LLC 3820 Corn Rd Nashport, OH 43890

1. Bidder 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. Bidder 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

NAME AND TITLE OF SIGNER (Please type)

<i>Jason H Cooper President</i> SIGNATURE	DATE <i>4/21/2024</i>
--	--------------------------

Modified after form HUD-12

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

Cooper Concrete Services LLC
3820 Conv Rd Wapakoneta, OH 45380

(b) The undersigned is:

- (1) A Single Proprietorship
 (2) A corporation organized in the State of
 (3) A Partnership
 (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Jason H Cooper	President	S/A

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date: 4/21/2024

Jason H Cooper

CERTIFICATE OF COMPLIANCE
WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned Jason H Cooper, the duly authorized representative of Cooper Concrete Services LLC (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:

1. The contractor is responsible for employing only eligible sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor 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.
3. The contractor is responsible for collecting weekly certified payrolls from its sub-contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. 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 prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: Jason H Cooper DATE: 4/21/2024
TITLE: president

NOTICE OF AWARD

To: _____

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

The OWNER has considered the BID submitted by you on _____ for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 70,287.⁰⁰

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture 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.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 21 day of April, 2024.

FAIRFIELD COUNTY COMMISSIONERS
Owner

By: _____
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ on this day of _____, 2024

By: _____
Name and Title: _____

cc: CONTRACTOR'S Surety

c. All documents of the Bid Packet entitled: Bid Packet for Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck and dated March 2024 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

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. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component 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 three original copies on the day and year first above written.

CONTRACTOR:


Signature

Jason H Cooper
Typed/printed name

President
Title

OWNER:

FAIRFIELD COUNTY COMMISSIONERS

Signature

Typed/printed name

President
Title

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE May 1, 2024
C/O Gutridge Electric, Inc. 7491 Poplar Forks RD SE Newark, OH 43056-9452	PROJECT NUMBER (IF ANY)
	PROJECT NAME Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges 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, is his responsibility;

2. He certifies that:
 - (a) Neither he 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. 276a-2(a)].
 - (b) 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 such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

Date: May 1, 2024

Gutridge Electric, Inc.

(Sub-Contractor)

Kevin D. Gutridge

(By)

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."



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2256

Governor **Mike DeWine**
Administrator/CEO **John Logue**

www.bwc.ohio.gov
1-800-644-6292

04/24/2023
Date Mailed

#BWNFVSQ
#XX19927198#

COOPER CONCRETE SERVICES LLC
3820 CONN RD
NASHPORT OH 43830

IMPORTANT DOCUMENT: REMOVE AND POST



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01577527

Period Specified Below
07/01/2023 to 07/01/2024

COOPER CONCRETE SERVICES LLC
3820 CONN RD
NASHPORT OH 43830



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Cooper Concrete Services LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3820 Conn RD	Requester's name and address (optional)
6 City, state, and ZIP code Nashport Ohio 43830	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																									
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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 ▶ <u>2/15/2020</u>

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2024

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

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

PRODUCER ARNOLD INSURANCE AGENCY, INC. 1400 HAFT DRIVE REYNOLDSBURG, OH 43068	CONTACT NAME: KIM PHONE (A/C. No. Ext): 614-863-0455	FAX (A/C. No): 614-863-2474	
	E-MAIL ADDRESS: kim@arnoldinsuranceagency.com		
INSURED COOPER CONCRETE SERVICES LLC 3820 CONN NASHPORT, OH 43830 PH: (740) 221-3345	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : WEST BEND MUTUAL INSURANCE COMPANY		15350
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	B669155	05/01/24	05/01/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	B669155	05/01/24	05/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	B669155	05/01/24	05/01/25	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		B669155	05/01/24	05/01/25	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER OH STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

ADDITIONAL INSURED ON THE GENERAL LIABILITY IS LISTED BELOW AS CERTIFICATE HOLDER**CERTIFICATE HOLDER**

FAIRFIELD COUNTY
210 E. MAIN STREET
LANCASTER, OH 43130

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING & COMMUNITY PARTNERSHIPS
CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: <i>Cooper Concrete Services</i>	PROJECT NUMBER: <i>Pleasantville Concrete Pool Deck</i>
---	--

INSTRUCTIONS

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 subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)
*Gutridge Electric, Inc.
7491 Poplar Forks Road S.E.
Newark, OH 43056*

1. Bidder 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. Bidder 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

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE *Kevin O. Gutridge*

DATE *4-22-24*

Modeled after form HUD-12

CONTRACT

THIS AGREEMENT made this 19TH day of April, 2024, by and between Cooper Concrete¹ hereinafter called the "Contractor", and Fairfield County hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner 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, Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck all in strict accordance with the Contract Documents including all addenda thereto, numbered N/A, all as prepared by Verdantas, acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner 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 \$ 70,287.00 subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda (N/A)

¹ Choose term most applicable: a corporation organized and existing under the laws of the State of OHIO; a partnership consisting of _____; an individual trading as Cooper
Concrete Services LLC

² Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

c. All documents of the Bid Packet entitled: Bid Packet for Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck and dated March 2024 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

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. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component 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 three original copies on the day and year first above written.

CONTRACTOR:

Jason H Cooper
Signature

Jason H Cooper
Typed/printed name

PRESIDENT
Title

OWNER:

FAIRFIELD COUNTY COMMISSIONERS

Signature

Typed/printed name

President
Title

Certifications:

I, _____, certify that I am the
_____ of the corporation named as Contractor herein; that
_____ who signed this Agreement on behalf of the
Contractor, was then _____ of said corporation; that said
Agreement was duly signed for and in behalf of said corporation by authority of its governing
body, and is within the scope of its corporate powers.

_____ Corporate

_____ SEAL

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and 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.

NOTICE OF AWARD

To: _____

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

The OWNER has considered the BID submitted by you on _____ for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 70,287.⁰⁰

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture 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.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 21 day of April, 2024.

FAIRFIELD COUNTY COMMISSIONERS
Owner

By: _____
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ on this day of _____, 2024

By: _____
Name and Title: _____

cc: CONTRACTOR'S Surety

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITION NOT CURRENTLY OCCUPIED	NUMBER POSITIONS TO BE FILLED WITH I.L.P.A.R.*
OFFICES/SUPERVISORS	1	1		
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE

JOURNEYMEN	3			
HELPERS	1			
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE

JOURNEYMEN	1			
HELPERS	1			
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE

JOURNEYMEN	2			
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TOTAL				
--------------	--	--	--	--

*Lower income project area residents (L.I.P.A.R.) are individuals residing within Fairfield County whose family income does not exceed 80% of the median income in the MSA.

Cooper Concrete Services
COMPANY

**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION BY PROPOSED CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: <i>Cooper Concrete Services LLC</i>	PROJECT NUMBER: N/A
---	-------------------------------

INSTRUCTIONS

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 such report is submitted.

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

Cooper Concrete Services LLC 3820 Conv Rd Nashport, OH 43830

1. Bidder 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. Bidder 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

NAME AND TITLE OF SIGNER (Please type)

<i>Jason H Cooper President</i> SIGNATURE <i>Jason H Cooper</i>	DATE <i>4/21/2024</i>
---	--------------------------

Modeled after form HUD-12

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE May 1, 2024
C/O Gutridge Electric, Inc. 7491 Poplar Forks RD SE Newark, OH 43056-9452	PROJECT NUMBER (IF ANY)
	PROJECT NAME Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges 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, is his responsibility;
2. He certifies that:
 - (a) Neither he 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. 276a-2(a)].
 - (b) 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 such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

GUTRIDGE ELECTRIC, INC.
 7491 POPLAR FORKS RD SE
 NEWARK, OH 43056-9452

(b) The undersigned is:

- _____ (1) A Single Proprietorship
 X (2) A corporation organized in the State of
 _____ (3) A Partnership
 _____ (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Joseph D. Gutridge	President	7491 Poplar Forks, Newark 43056
Kevin D. Gutridge	Vice President	3715 Valley View Rd, Zanesville, OH
Barbara K. Gutridge	Secretary/Treasurer	7491 Poplar Forks, Newark 43056

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST
None		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

Date: May 1, 2024

Gutridge Electric, Inc.

(Sub-Contractor)

Kevin D. Gutridge

(By)

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."

CONTRACTOR'S CERTIFICATION
COMPLIANCE WITH AIR AND WATER ACTS

TO: Village of Pleasantville, Fairfield County
CITY/VILLAGE/COUNTY

PROJECT: Village of Pleasantville Pool Improvements – Concrete Deck

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by Kevin D. Gutridge
Contractor

Title: Vice President, Gutridge Electric, Inc.

Date: 05-17-2024 7491 Poplar Forks Rd. S.E.
Newark, OH 43056

Ohio Department of Development
Office of Community Development

Section 3 Business Self-Certification

Business Name Gutridge Electric, Inc. Business Phone Number 740-349-7624
Street Address 7491 Poplar Forks Rd. S.E. Business Website _____
City Newark, Business Point of Contact Charlotte Myers
State Ohio Business Email gutridge@windstream.net
Zip Code 43056

Type of Business: (Check One): ^S Corporation Partnership Sole Proprietorship Other

In accordance with 24 CFR 75, a business must meet at least one of the following criteria, documented within the last six-month period, to self-certify as a Section 3 business concern. Select all that apply:

- The business is at least 51 percent owned and controlled by low- or very low-income persons¹;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers²; or
- The business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.³

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75.

Date: 5-17-2024

Signature: Kevin D. Gutridge

Name: Kevin D. Gutridge

Title: Vice-President

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

² Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status Certification forms for all personnel.

³ Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted

**Ohio Department of Development
Office of Community Development**

Section 3 Business Self-Certification

housing.

CERTIFICATE OF COMPLIANCE
WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned Jason H Cooper, the duly authorized representative of Cooper Concrete Services LLC (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:

1. The contractor is responsible for employing only eligible sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor 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.
3. The contractor is responsible for collecting weekly certified payrolls from its sub-contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. 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 prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: Jason H Cooper DATE: 4/21/2024
TITLE: president

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE 4/21/2024
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County - CDBG - Village of Pleasantville Pool Improvements - Concrete Deck

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges 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, is his responsibility;

2. He certifies that:
 - (a) Neither he 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. 276a-2(a)].
 - (b) 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 such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

Cooper Concrete Services LLC
3820 Coon Rd Wapakoneta, OH 45830

(b) The undersigned is:

- (1) A Single Proprietorship
 (2) A corporation organized in the State of
 (3) A Partnership
 (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Jason H Cooper	President	S/A

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date: 4/21/2024

Jason H Cooper

(Contractor)



(By)

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."

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE May 1, 2024
C/O Gutridge Electric, Inc. 7491 Poplar Forks RD SE Newark, OH 43056-9452	PROJECT NUMBER (IF ANY)
	PROJECT NAME Fairfield County – CDBG – Village of Pleasantville Pool Improvements – Concrete Deck

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges 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, is his responsibility;
2. He certifies that:
 - (a) Neither he 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. 276a-2(a)].
 - (b) 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 such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

GUTRIDGE ELECTRIC, INC.
 7491 POPLAR FORKS RD SE
 NEWARK, OH 43056-9452

(b) The undersigned is:

- _____ (1) A Single Proprietorship
 X (2) A corporation organized in the State of
 _____ (3) A Partnership
 _____ (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Joseph D. Gutridge	President	7491 Poplar Forks, Newark 43056
Kevin D. Gutridge	Vice President	3715 Valley View Rd, Zanesville, OH
Barbara K. Gutridge	Secretary/Treasurer	7491 Poplar Forks, Newark 43056

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST
None		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

Date: May 1, 2024

Gutridge Electric, Inc.

(Sub-Contractor)

Kevin D. Gutridge

(By)

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."

CONTRACTOR'S CERTIFICATION

COMPLIANCE WITH AIR AND WATER ACTS

TO: Pleasantville / Fairfield County
CITY/VILLAGE/COUNTY

PROJECT: Village of Pleasantville Pool Improvements – Concrete Deck

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by Jason H Cooper
Contractor

Title: president

Date: 5/17/2024

PROPOSED SUBCONTRACTS BREAKDOWN TABLE A

FOR THE PERIOD COVERING THE DURATION OF THE CDBG ASSISTED PROJECT

Column 1	Column 2	Column 3	Column 4	Column 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES
Kuttridge elev.	1	\$ 4,575.00	0	0
The Fence guy	1	4,896.00	0	0

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

Copon Concrete Services
Company

Pleasantville pool concrete deck _____ N/A
Project Name Project Number

[Signature]
EEO Officer (Signature)

Ohio Department of Development
Office of Community Development

Monthly Section 3 Utilization Report

Reporting Period¹: From _____ To _____

Contractor Name: Codden Concrete Services

Project Name: Pleasantville pool concrete deck

Contractor Address: 3820 Linn Rd
Newport, GA 48830

Project Location²: Pleasantville

Contractor Phone Number: 740 221-3345

Contractor Type: Prime Contractor Subcontractor

Section 3 Business Concern³: Yes No

				Labor Hour Classification ¹⁰		
Employee Name	Work Classification ⁴	Section 3 Status ⁵	Total Labor Hours ⁶	Unclassified Labor Hours ⁷	Section 3 Labor Hours ⁸	Targeted Section 3 Labor Hours
Caleb Spier	Labor	Section 3				
Condon Cooper	Labor	Section 3				
Jason T. Cooper	Labor	Section 3				
Brandon Jackson	Labor	Section 3				
Tyler Noletti	Labor	Unclassified				
TOTAL:			0.00	0.00	0.00	0.00

CONTRACTOR CERTIFICATION:

I hereby certify the accuracy of the data reported above.

Date: _____

Signature: _____

Name: _____

Title: _____

FOR GRANT RECIPIENT USE ONLY¹¹

Office of Community Development Grant Information

Grant Number: _____

Project: _____

Activity: _____

Reviewed by: _____ Date: _____

Ohio Department of Development
Office of Community Development

Section 3 Business Self-Certification

Business Name Cooper Concrete Services Business Phone Number 740 487-0028
Street Address 3850 Linn Rd Business Website _____
City NESLEPORT Business Point of Contact _____
State OHIO Business Email Jason@CooperConcreteServices.com
Zip Code 43830

Type of Business: (Check One): Corporation Partnership Sole Proprietorship Other

In accordance with 24 CFR 75, a business must meet at least one of the following criteria, documented within the last six-month period, to self-certify as a Section 3 business concern. Select all that apply:

- The business is at least 51 percent owned and controlled by low- or very low-income persons¹;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers²; or
- The business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.³

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75.

Date: 5/17/2024
Signature: Jason H Cooper
Name: Jason H Cooper
Title: president

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

² Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status Certification forms for all personnel.

³ Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted

Ohio Department of Development
Office of Community Development

Section 3 Worker Status Certification

An individual who works or seeks to work on a Section 3 project must certify his/her eligibility to be classified as a Section 3 Worker or Targeted Section 3 Worker, as defined in 24 CFR part 75. The status of a Section 3 Worker or Targeted Section 3 Worker shall not be negatively affected by a prior arrest or conviction.

Please select the applicable classification.

I am a worker who currently fits or when hired within the past five years fit one of the following categories, as documented:

Section 3 Worker

My income for the previous calendar year is below the income limit¹ established by HUD;

Targeted Section 3 Worker

I am a YouthBuild participant²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: 5/17/2024

Signature: Camden Cooper

Name: Camden Cooper

Address: 3820 Conn Rd.

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

CERTIFICATE OF COMPLIANCE
WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned Jason H Cooper, the duly authorized representative of Cooper Concrete (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:

1. The contractor is responsible for employing only eligible sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor 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.
3. The contractor is responsible for collecting weekly certified payrolls from its sub-contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. 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 prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: Jason H Cooper DATE: 8/17/2024
TITLE: president

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE 5/17/2024
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County - CDBG - Village of Pleasantville Pool Improvements - Concrete Deck

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges 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, is his responsibility;

2. He certifies that:
 - (a) Neither he 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. 276a-2(a)].
 - (b) 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 such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

Cooper Concrete Services LLC
3820 Conn Rd Washport, OH 43830

(b) The undersigned is:

- (1) A Single Proprietorship
 (2) A corporation organized in the State of
 (3) A Partnership
 (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Jason H Cooper	president	3820 Conn Rd Washport, OH 43830

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

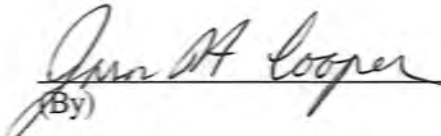
NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date: 5/17/2024

(Contractor)



(By)

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."

Ohio Department of Development
Office of Community Development

Section 3 Worker Status Certification

An individual who works or seeks to work on a Section 3 project must certify his/her eligibility to be classified as a Section 3 Worker or Targeted Section 3 Worker, as defined in 24 CFR part 75. The status of a Section 3 Worker or Targeted Section 3 Worker shall not be negatively affected by a prior arrest or conviction.

Please select the applicable classification.

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Section 3 Worker

My income for the previous calendar year is below the income limit¹ established by HUD;

Targeted Section 3 Worker

I am a YouthBuild participant²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: 5/17/2024

Signature: Camden Cooper

Name: Camden Cooper

Address: 3820 Conn Rd.

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

Ohio Department of Development
Office of Community Development

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Targeted Section 3 Worker

I am a YouthBuild participant²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: May 21st, 2024

Signature: Brandon Jackson

Name: Brandon Jackson

Address: 475 Walnut Hills Dr. Zanesville, OH 43701

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

Ohio Department of Development
Office of Community Development

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Section 3 Worker

My income for the previous calendar year is below the income limit¹ established by HUD;

Targeted Section 3 Worker

I am a YouthBuild participant²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: 5-18-24

Signature: Caleb Spier

Name: Caleb Spier

Address: 1035 Greiner Dr.
Zanesville OH

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

Ohio Department of Development
Office of Community Development

Section 3 Worker Status Certification

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Please select the applicable classification.

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Section 3 Worker

My income for the previous calendar year is below the income limit¹ established by HUD;

Targeted Section 3 Worker

I am a YouthBuild participant²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: 5/21/2024

Signature: 

Name: Jason T Cooper

Address: 8900 Bault rd Logan OH 43138

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

Ohio Department of Development
Office of Community Development

Section 3 Worker Status Certification

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Please select the applicable classification.

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Section 3 Worker

My income for the previous calendar year is below the income limit¹ established by HUD;

Targeted Section 3 Worker

I am a YouthBuild participant²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: 05/21/24

Signature: 

Name: Tyler Noletti

Address: 525 Harding Rd
Zanesville, OH 43701

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a contract agreement by Fairfield County Board of County Commissioners and Cooper Concrete Services LLC.

(Fairfield County Regional Planning Commission)

Approved as to form on 5/21/2024 9:56:39 AM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive style with a blue color.

Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-06.04.k

A Resolution Authorizing the Approval of a Contract Agreement by Fairfield County Board of County Commissioners and Cooper Concrete Services LLC

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve an award of bid to Spires Paving Company for the CDBG - PY2022 - Village of Pleasantville Hickenlooper Street Improvement project. [Regional Planning]

WHEREAS, Fairfield County has received a CDBG grant for PY2022;

WHEREAS, The Village of Pleasantville has requested that improvements be made to Hickenlooper Street; and

WHEREAS, a bid opening was held on Friday, April 26th, 2024 at 11:00 a.m. with an engineer's estimate of \$46,200.00 the following bids were received:

Spires Paving Company	\$36,620.00 (as submitted)
McKee Paving and Sealing, LLC.	\$43,400.00
Dreams Excavating and Paving LLP	\$45,735.00
The Shelly Company	\$53,356.00
Chemcote INC.	\$56,120.00

WHEREAS, bids have been reviewed and evaluated by Verdantas and recommends awarding the bid to Spires Paving Company for the amount of \$36,470.00 (per Verdantas Bid Tab).

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of Commissioners hereby approves the attached Notice of Award to Spires Paving Company for the CDBG - PY2022 - Village of Pleasantville Hickenlooper Street Improvement Project.

Section 2. That the Budget Officer of the Board of Commissioners requests a purchase order in the amount of \$36,470.00 (per Verdantas Bid Tab) to Spires Paving Company 1480 Sugar Grove Road SE, Lancaster, Ohio. 43130.

Prepared by: Joshua Hillberry
cc: Regional Planning

NOTICE OF AWARD

To: _____

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements

The OWNER has considered the BID submitted by you on _____ for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture 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.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2024.

FAIRFIELD COUNTY COMMISSIONERS
Owner

By: _____
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ on this day of _____, 2024

By: _____
Name and Title: _____



April 30, 2024

Fairfield County Regional Planning Commission
Joshua Hillberry, Regional Planner
138 West Chestnut Street
Lancaster, Ohio 43130

Re: Village of Pleasantville – Hickenlooper Street Improvements
Bid Award Recommendation

Dear Mr. Hillberry,

Verdantas has reviewed the bids submitted on April 26, 2024 for the Village of Pleasantville – Hickenlooper Street Improvements project. The following is a summary of the bids submitted followed by our recommendation for award:

<u>Contractor</u>	<u>Base Bid</u>
Spires Paving Company	\$36,470.00
Mckee Paving and Sealing, LLC	\$43,400.00
Dreams Excavating and Paving LLP	\$45,735.00
The Shelly Company	\$53,356.00
Chemcote Inc.	\$56,119.80

Verdantas has checked the bids for mathematical errors and prepared a bid tabulation (see attached). Five bids were received, and three bids were under the engineer's base bid estimate of \$46,200.00. Spires Paving Company is the apparent low bidder and the required forms were included in their bid package. Verdantas has worked with Spires Paving Company in the past including a few projects in the Village of Pleasantville. All of those projects were completed satisfactorily. Based on the information provided in their bid and previous experience with the Contractor, we recommend that the project be awarded in the amount of **\$36,470.00** to:

Spires Paving Company
1480 Sugar Grove Road SE
Lancaster, Ohio 43130

Considering this volatile bidding environment, we are pleased with the results of the bid opening and hope the County and Village are as well. Please feel free to contact our office with any questions or concerns.

Sincerely,
Verdantas LLC

Alan Brown, PE
AVP/ Department Leader

Attachment: Bid Tabulation

**FAIRFIELD COUNTY COMMISSIONERS
VILLAGE OF PLEASANTVILLE
HICKENLOOPER STREET IMPROVEMENTS
BID TABULATION
BASE BID ESTIMATE: \$46,200.00**

Line No.	Description	Quantity	Unit	1. Spires Paving Company				2. Mckee Paving and Sealing, LLC				3. Dreams Excavating and Paving LLP				
				Unit Price			Extended Price	Unit Price			Extended Price	Unit Price			Extended Price	
				Labor	Materials	Total (L+M)	(Quantity x Total)	Labor	Materials	Total (L+M)	(Quantity x Total)	Labor	Materials	Total (L+M)	(Quantity x Total)	
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	
2	PARTIAL DEPTH PAVEMENT REPAIR, PER PLAN	20	CY	\$ 100.00	\$ 150.00	\$ 250.00	\$ 5,000.00	\$ 340.00	\$ 160.00	\$ 500.00	\$ 10,000.00	\$ 508.00	\$ 162.00	\$ 670.00	\$ 13,400.00	
3	FULL DEPTH PAVEMENT REPAIR, PER PLAN	15	SY	\$ 67.00	\$ 20.00	\$ 87.00	\$ 1,305.00	\$ 50.00	\$ 20.00	\$ 70.00	\$ 1,050.00	\$ 42.93	\$ 21.07	\$ 64.00	\$ 960.00	
4	ASPHALT CONCRETE SURFACE COURSE (1.75" THICK), PER PLAN	50	CY	\$ 260.00	\$ 165.00	\$ 425.00	\$ 21,250.00	\$ 218.00	\$ 160.00	\$ 378.00	\$ 18,900.00	\$ 170.00	\$ 158.00	\$ 328.00	\$ 16,400.00	
5	NON-TRACKING TACK COAT, PER PLAN	1	LS	\$ 525.00	\$ 290.00	\$ 815.00	\$ 815.00	\$ 260.00	\$ 450.00	\$ 710.00	\$ 710.00	\$ 75.00	\$ 900.00	\$ 975.00	\$ 975.00	
6	COMPACTED BERM, COMPLETE	20	CY	\$ 50.00	\$ 60.00	\$ 110.00	\$ 2,200.00	\$ 237.00	\$ 50.00	\$ 287.00	\$ 5,740.00	\$ 170.00	\$ 70.00	\$ 240.00	\$ 4,800.00	
7	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	
8	PAVEMENT MARKINGS, COMPLETE	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00	\$ 2,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	
TOTAL BASE BID (sum lines 1:8)							\$ 36,470.00					\$ 43,400.00				

Original Bid \$36,620.00

Line No.	Description	Quantity	Unit	4. The Shelly Company				5 Chemcote Inc.				
				Unit Price			Extended Price	Unit Price			Extended Price	
				Labor	Materials	Total (L+M)	(Quantity x Total)	Labor	Materials	Total (L+M)	(Quantity x Total)	
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 3,750.00	\$ 1,250.00	\$ 5,000.00	\$ 5,000.00	\$ 1,040.00	\$ 1,560.00	\$ 2,600.00	\$ 2,600.00	
2	PARTIAL DEPTH PAVEMENT REPAIR, PER PLAN	20	CY	\$ 280.00	\$ 425.00	\$ 705.00	\$ 14,100.00	\$ 179.15	\$ 348.15	\$ 527.30	\$ 10,546.00	
3	FULL DEPTH PAVEMENT REPAIR, PER PLAN	15	SY	\$ 130.00	\$ 195.00	\$ 325.00	\$ 4,875.00	\$ 435.46	\$ 991.26	\$ 1,426.72	\$ 21,400.80	
4	ASPHALT CONCRETE SURFACE COURSE (1.75" THICK), PER PLAN	50	CY	\$ 193.00	\$ 170.00	\$ 363.00	\$ 18,150.00	\$ 112.00	\$ 168.00	\$ 280.00	\$ 14,000.00	
5	NON-TRACKING TACK COAT, PER PLAN	1	LS	\$ -	\$ 555.00	\$ 555.00	\$ 555.00	\$ 360.00	\$ 40.00	\$ 400.00	\$ 400.00	
6	COMPACTED BERM, COMPLETE	20	CY	\$ 90.00	\$ 50.00	\$ 140.00	\$ 2,800.00	\$ 157.50	\$ 24.30	\$ 181.80	\$ 3,636.00	
7	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 4,500.00	\$ 1,000.00	\$ 5,500.00	\$ 5,500.00	\$ 360.00	\$ 552.00	\$ 912.00	\$ 912.00	
8	PAVEMENT MARKINGS, COMPLETE	1	LS	\$ 951.00	\$ 1,425.00	\$ 2,376.00	\$ 2,376.00	\$ 1,050.00	\$ 1,575.00	\$ 2,625.00	\$ 2,625.00	
TOTAL BASE BID (sum lines 1:8)							\$ 53,356.00					\$ 56,119.80

Original Bid \$56,120.00

CERTIFIED BY: 

DATE: 4/29/2024

Signature Page

Resolution No. 2024-06.04.I

A Resolution to Approve an Award of Bid to Spires Paving Company for the CDBG,
PY2022 Village of Pleasantville Hickenlooper Street Improvement Project

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2024-06.04.m

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of June 06, 2024.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

INVOICES BY DEPARTMENT

06/06/2024 to 06/06/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN								
	Fund: 1001 - GENERAL FUND								
1585046	06/06/2024	80132	AUNDREA N CORDLE	5/22/24	05/22/2024	24000059	C0604	BEEKEEPER VIDEO SHOOT AND COMM PHOTOS	344.07
1585047	06/06/2024	82133	JEFF PORTER	5/21/24	05/21/2024	24000066	C0604	TRAVEL REIMBURSEMENT TAX INCENTIVE COUNCIL MEETING	34.57
TOTAL: COMMISSIONERS ADMIN									378.64

INVOICES BY DEPARTMENT

06/06/2024 to 06/06/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: **\$378.64**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-06.04.m

A Resolution Authorizing the Approval of Payment of Invoices for Departments that
Need Board of Commissioners' Approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

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