



DEVELOPMENT DEPARTMENT

201 West Water Street • Piqua, Ohio 45356
(937) 778-2049 • FAX (937) 778-0809
www.piquaoh.org

July 16, 2021

BID NOTICE

218 N. College Asbestos Abatement Project Bid Notice

The City of Piqua is currently accepting bids for the Asbestos Abatement Project located at 218 N. College. The purpose of this project is to ready the structure for a complete demolition. The IFB 2135 – 218 N. College Asbestos Abatement Project bid documents may be viewed in entirety and or downloaded by visiting the City of Piqua Bid Posting webpage <http://piquaoh.org/city-departments/purchasing-department/bid-and-project-information/>

Bidders interested in this project shall submit a complete bid package in a sealed envelope labeled "IFB 2135 – 218 N. College Asbestos Abatement Project". The bid package shall be submitted to the City of Piqua Development Department, 201 W. Water Street, Piqua, Ohio 45356. Bids must be received by no later than **Tuesday, August 3, 2021 at 2:00 p.m.** Bids are to be provided on bid form provided.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B. The Project is subject to Chapter 4115 of the Ohio Revised Code regarding Prevailing Rates of Wages. The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).

The City of Piqua reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is to the best interest of the City. The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid.

Contact: Janel Ranly
Development Program Manager
(937)778-2049

PUBLISH: July 20, 2021

INVITATION FOR BIDS – IFB 2135 – 218 N. College Asbestos Abatement Project

July 20, 2021

INFORMATION TO BIDDERS

The City of Piqua, Ohio is seeking a qualified environmental professional or qualified firm to conduct asbestos abatement of the structure on the following property:

Parcel No.:	N44-016240 (Miami County Auditor)
Address:	218 N. College, Piqua, Ohio
Property size:	0.0426 acres
Building size:	1,528 square feet (approx.) 2-story with basement (Partial)
Use:	Currently vacant

WORK SPECIFICATIONS

The purpose of this project is to ready the structure for a complete demolition. The demolition work will be completed under a separate contract.

A pre-demolition asbestos survey was completed by H&H Environmental and their survey results are included as Attachment A. The asbestos survey document defines the scope of the abatement work to be completed.

Abatement work to be completed within 30 days of Notice To Proceed being issued.

CONTENT AND FORMAT OF BIDS

The bidders interested in this project shall submit a complete bid package in a sealed envelope labeled “IFB 2135 – 218 N. College Asbestos Abatement Project”. The bid package shall be submitted to the City of Piqua Development Department, 201 W. Water Street, Piqua, Ohio 45356, Attention Janel Ranly, and include, but not limited to, the following:

1. Invitation for Bid packet with completed Bid Proposal.
(Any suggested additional services may be listed separately with reasons for suggestion clearly stated).
2. List of no less than three clients, including name and addresses, for which your company has completed similar work in the last two years.
3. Brief background information on your company, including the closest office location to the subject project.
4. License numbers or copies of registration certificates, as appropriate, for asbestos abatement supervisors and workers who will work on this project if your firm is selected.

INVITATION FOR BIDS – IFB 2135 – 218 N. College Asbestos Abatement Project

July 20, 2021

GENERAL PROVISIONS

Contractor and subcontractors shall be responsible for performing all work in conformance with the following specifications:

1. **ASBESTOS DISPOSITION:** Complete the removal and disposition of the asbestos identified in the asbestos survey report (Attachment A) in accordance with industry standards.
2. **LICENSED CONTRACTOR:** All materials identified as asbestos containing must be removed and disposed of by properly trained, certified and registered personnel.
3. **PERMITS:** All Federal State and local permit requirements are to be satisfied, including but not limited to submittal of Notification of Demolition and Renovation form to Ohio EPA, and securement of Demolition Permit from City of Piqua and Miami County Building Regulations.
4. **LAWS AND REGULATIONS:** Complete work in accordance with Federal Small Business Act Liability Relief and Brownfields Revitalization Act, and all Federal, State, and local ordinances and regulations.
5. **WAGES:** The Project is subject to Chapter 4115 of the Ohio Revised Code regarding Prevailing Rates of Wages. The DOL wage modification in effect at the time of the project sale date shall be used by all contractors for the duration of the project. The wage decision may be viewed by accessing the DOL website at <http://www.wdol.gov>. The specific wage decision to be used on this project are listed below:

General Decision Number: OH20210092 07/14/2021 State: Ohio County: Miami Construction Type: Building

6. **CERTIFICATE OF COMPLETION:** Contractor shall provide an Environmental Remediation Certificate of Completion attesting to the completeness of the work upon completing the project herein specified.
7. **CONTRACT AND PERFORMANCE BOND:** Contractor shall execute a contract for the specified work at a total cost not to exceed and provide a Performance Bond equal to the total contract amount prior to a Notice to Proceed being issued or work commencing on this project.
8. **MBE/WBE OBJECTIVE GOALS:** Contractor shall make a good faith effort whenever procuring construction, equipment, services and supplies under this contract to retain MBE/WBE certified vendors.

STANDARD TERMS AND CONDITIONS

Terms and conditions substantially in the form below shall be part of the agreement entered into between the City and the contractor.

1. **BILLING:** All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the contract/purchase order. If prices or terms do not agree with your bid, you must notify the Contract Administrator within three business days or your disagreement is waived.
2. **INVOICE:** Prepayments or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Contract Administrator. Each contract/purchase order must be invoiced separately. Invoices for partial shipments will be accepted, provided final invoice indicates completion of contract/purchase order. An 8% retainer will be withheld on each partial invoice with said retainer to be released to Contractor upon certification and acceptance of the completed work.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items or service purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED.** All bids are solicited on a “delivered price” basis. When, in rare instances, the City accepts a bid not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certification No. 31-600136. Supplier or contractor is responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees or subcontractors.
6. **DELIVERIES:** All deliveries or services must be in full accordance with specifications, properly identified with the contract/purchase order number and must not exceed the quantities or scope specified.
7. **CANCELLATION:** The City of Piqua reserves the right to cancel a contract/purchase order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.

INVITATION FOR BIDS – IFB 2135 – 218 N. College Asbestos Abatement Project

July 20, 2021

8. **DEFAULT PROVISIONS:** In case of your default, the City of Piqua may procure the item(s) or service(s) from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law.
9. **ENTIRETY/NOTICES:** The City of Piqua will be bound only by the written terms, conditions, specifications, etc. contained in or attached to this bid and any written changes or addendums issued by the authorized person administering the bid. The City will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. All notices between the City and bidder must be in written form.
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of a contract/purchase order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this bid and sold to said City pursuant to a contract/purchase order.
11. **INSPECTION:** The City of Piqua may inspect the items or services ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items or services furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items or services and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this bid shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The City of Piqua shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Piqua or a party duly authorized by the City of Piqua). Upon the City of Piqua's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Piqua. Any documents will be deemed confidential in accordance with the Public Records law of the State of Ohio.
15. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
16. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the job you shall leave the premises clean and free from all waste material or rubbish.
17. **EQUAL EMPLOYMENT OPPORTUNITY:**
 - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising; lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein; also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract as its option.
18. **AGREEMENT TO BE EXCLUSIVE:** This purchase contract/purchase order contains the entire agreement between the parties and supersedes all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase contract/purchase order or any representation inducing the execution and delivery of this purchase contract/purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.

INVITATION FOR BIDS – IFB 2135 – 218 N. College Asbestos Abatement Project

July 20, 2021

19. **GOVERNING LAW:** Any contract/purchase order resulting from this bid, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted. The forum for any dispute shall be Miami County, Ohio.
20. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of a contract/purchase order resulting from this bid shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this bid and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance.
21. **SUBCONTRACTING:** None of the work or services covered by this bid shall be subcontracted, except as set forth herein, without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract and agreement and shall be subject to each provision of this bid.
22. **WAIVER:** A waiver of any breach of any provision of this bid shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
23. **NON-ASSIGNMENT OF INTEREST:** The Contractor and any approved sub-contractor shall not assign any interest, duty, or right under any contract in whole or in part without the prior written consent of the City.
24. **SAVE HARMLESS:** Contractor shall indemnify, hold harmless and defend the City of Piqua, its officials, employees, agents, and volunteers against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the City of Piqua, its officials or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the contractor, its agents, servants, or employees, in the execution, performance or failure to adequately perform contractor's obligations pursuant to this contract.
25. **INSURANCE:** Prior to beginning any work related to this job, contractor must have in effect and provide Certificate(s) of Insurance with the City of Piqua, its officials, employees, agents, and volunteers as additional named insureds to all liability policies showing coverage limits as outlined below. All coverage must be on an occurrence basis. The coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured's whether available coverage is primary, contributing, or excess. The contractor shall procure, maintain, and keep this coverage in force at all times during the term of the contract and at the contractor's sole expense. If subcontractors are used all subcontractors must be included under the contractor's policies or the contractor must furnish insurance certificates from each subcontractor with the same additional insured endorsement as noted above. Insurers must be AM Best rated A- or better. Such policies of insurance shall not be cancelable except upon thirty-(30) days written notice to the City of Piqua and proof of such insurance shall be furnished to the City of Piqua. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within thirty-six (36) hours of the time that you obtained knowledge of the occurrence thereof.
26. **INDEPENDENT CONTRACTOR:** Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or other employee of the City of Piqua. Contractor shall have exclusive control of and exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City of Piqua and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of City of Piqua, nor shall any such person be entitled to any benefits available or granted to employees of the City of Piqua.
27. **REPORTS, INFORMATION, AND AUDITS:** The Contractor shall furnish the City of Piqua such reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred connected therewith, and any other matters covered by the Agreement. The Contractor shall retain all financial and administrative records for a period of three years after the expiration or termination of this Agreement, and shall permit the City of Piqua or any of its representatives or auditors access to such records. The City of Piqua has the right to request a report or audit at any time during the performance of the Agreement for any reason associated with this Agreement. The report shall be furnished in the form and at the time as requested by the City.

INSURANCE REQUIREMENTS

Contractor shall provide insurance including the following minimum coverage:

a.	Workmen's Compensation and Disability	Statutory Requirements
b.	Employer's Liability	\$100,000
c.	Commercial General Liability for bodily injury and property damage	\$1,000,000 per occurrence
	General aggregate	\$1,000,000
d.	Auto Liability for bodily injury and property damage	\$500,000 per occurrence
e.	Ohio stop gap employer's liability	\$1,000,000

INVITATION FOR BIDS – IFB 2135 – 218 N. College Asbestos Abatement Project

July 20, 2021

BID SCHEDULE

IFB Issued	Tuesday, July 20, 2021
Bids Due	Tuesday, August 3, 2021 at 2:00 p.m.
Preconstruction Meeting/Notice to Proceed	TBD

PREVAILING WAGE RATES

Included with this bid packet are sheets providing prospective bidders with information pertaining to certain Ohio prevailing wage rates applicable to the entire scope of work described in the IFB 2135 – 218 N. College Asbestos Abatement Project bid documents. These documents are not intended to be all inclusive, nor do they relieve the Bidder of their responsibilities, concerning Federal, State and Local Laws that may be applicable to this project.

INVITATION FOR BIDS – IFB 2135 – 218 N. College Asbestos Abatement Project

July 20, 2021

BID PROPOSAL FORM

The undersigned proposes to enter into an agreement to furnish the services necessary to complete the entire scope of work described in the IFB 2135 – 218 N. College Asbestos Abatement Project bid documents.

218 N. College Asbestos Abatement Project

Total Cost - Lump Sum Not to Exceed Amount \$ _____

Anticipated Commence Work Date: _____

Anticipated Complete Work Date: _____

Company Name: _____

Address: _____

City, State Zip: _____

Phone Number: _____

Email Address: _____

Authorized Signature: _____ Date: _____

Print Name: _____

Print Title: _____

INVITATION FOR BIDS – IFB 2135 – 218 N. College Asbestos Abatement Project

July 20, 2021

Attachment A

H&H Environmental

Asbestos Survey at 218 N. College, Piqua, OH, 45356

Attachment B

General Wage Decision Number: OH20210092

ATTACHMENT A



2699 East CR 50 Tiffin. OH 44883

Tiffin Office: 419-618-3072 Fax: 419-443-0539

Huntsville Office: 937-539-0094 Fax 937-843-3079

hhenvironmental@yahoo.com



**Asbestos Survey
218 N. College St.
Piqua, OH, 45356**

City of Piqua



2699 East CR 50 Tiffin, OH 44883
Tiffin Office: 419-618-3072 Fax: 419-443-0539
Huntsville Office: 937-539-0094 Fax 937-843-3079
hhenvironmental@yahoo.com

City of Piqua

07/01/21

201 W. Water St.

Municipal Government Complex - 2nd Floor

Piqua, OH 45356

Phone: 937-778-2049

Email: jranly@piquaoh.org

Asbestos Survey: 218 N. College St. Piqua, OH 45356

Janel,

H&H Environmental, LLC. has completed an inspection for asbestos-containing materials (ACM) at 218 N. College St. Piqua, OH 45356. This inspection was performed by Tyler Rister (Certification # 35958) on June 28, 2021 in Piqua, OH. Tyler Rister maintains a current Ohio Department of Health Asbestos Inspector Certification. Proof of this certification is attached.

Enclosed:

1. Asbestos Survey Cover
2. Asbestos Survey Letter
3. Purpose and Procedure
4. ACM Summary and Notice
5. Sample Chain-of-custody
6. Sample Site Pictures
7. Laboratory Analysis Report (and point-count analysis if applicable)
8. Asbestos Inspector Certifications

Purpose of Inspection:

The ACM inspection was conducted in accordance and observation of EPA NESHAP and OSHA regulations pertaining to the demolition/renovation of regulated structures. This inspection included all applicable and accessible areas of the structure.

Procedure:

The inspection, conducted on 06-28-21, was completed utilizing applicable Federal and Ohio State regulations pertaining to asbestos: Federal OSHA (29 CFR 1910.1001 and 29 CFR 1926.1101), EPA (40 CFR Part 61), and TSCA Title II AHERA/ASHARA (40 CFR Part 763) Asbestos Regulations. The findings in this report are consistent with accepted principles and practice established and prescribed by the EPA and AHERA.

All accessible areas of the building in Piqua, OH, were inspected physically, functional space by functional space, and homogeneous area by homogeneous area to determine the presence of asbestos-containing materials. Suspected asbestos-containing materials were grouped per homogeneous area. Suspect materials that may be present inside wall cavities, electrical wiring or which were otherwise inaccessible were not included in the scope of this inspection. Core samples of friable and non-friable suspect asbestos-containing materials were collected to be analyzed for asbestos content. Those materials considered to be non-suspect (concrete, wood, fiberglass, carpeting, metal, etc.) were not sampled for analysis. Each location for sample collection, chosen at random, were representative of the suspect materials. The bulk samples were placed in zip-lock bags, sealed, and labeled with an identifying code. The samples, along with the chain-of-custody, were then submitted to the laboratory, McCall and Spero Environmental, Inc., to be analyzed for asbestos content. A copy of the chain-of-custody is attached.

14 bulk samples of suspected ACM, were submitted to a laboratory for analysis using Polarized Light Microscopy. Laboratory results are attached.

Analytical Results:

H&H Sample # Lab Sample #	Homogenous Area	Layers	Description/ Sample Location	PLM Result
218-01 P6301HHE.3-001	1	2	Red Linoleum, Rm. 4 near Wall A	15% - Chrysotile – Linoleum 3% - Chrysotile - Mastic
218-02 P6301HHE.3-002	1	2	Red Linoleum, Rm. 5 near Wall A	15% - Chrysotile – Linoleum 3% - Chrysotile - Mastic
218-03 P6301HHE.3-003	2	2	White Linoleum, Rm. 5 near Wall A	ND
218-04 P6301HHE.3-004	2	2	White Linoleum, Rm. 5 near Wall C	ND
218-05 P6301HHE.3-005	3	2	Plaster, Rm. 2 Wall D	ND
218-06 P6301HHE.3-006	3	2	Plaster, Rm. 4 Wall B	ND
218-07 P6301HHE.3-007	3	2	Plaster, Stairs Wall B	ND
218-08 P6301HHE.3-008	3	2	Plaster, Rm. 7 Wall A	ND
218-09 P6301HHE.3-009	3	2	Plaster, Rm. 6 Wall D	ND

218-10 P6301HHE.3-010	4	1	Window Glaze, Rm. 9	ND
218-11 P6301HHE.3-011	4	1	Window Glaze, Rm. 3	No Sample Submitted
218-12 P6301HHE.3-012	5	2	Red/Orange Linoleum, Rm. 9 near Wall A	15% - Chrysotile – Linoleum 3% - Chrysotile - Mastic
218-13 P6301HHE.3-013	5	2	Red/Orange Linoleum, Rm. 9 near Wall C	15% - Chrysotile – Linoleum 3% - Chrysotile - Mastic
218-14 P6301HHE.3-014	6	1	Duct Wrap, Rm. 8	30% - Chrysotile

Summary:

Based the analysis of suspected ACM samples, a number of the samples of homogenous areas were determined to be asbestos-containing.

The approximate total of asbestos-containing materials are as follows:

ACM Red Linoleum & Mastic (Rm. 4)	120 sq. ft.
ACM Red/Orange Linoleum & Mastic (Rm. 9)	108 sq. ft.
ACM Duct Wrap (3 Wall Runs)	90 sq. ft.
ACM Duct Wrap (exposed in Basement)	50 ln. ft.
Asphalt Roof, <i>Assumed</i>	1,000 sq. ft.

Among the material noted above, the **Duct Wrap** material must be removed by a licensed asbestos abatement contractor prior to demolition.

The **Red Linoleum & Mastic and Red/Orange Linoleum & Mastic** is positive for asbestos and is considered Category 1 non-friable material. This material may remain for demolition given that this material is not in poor condition and will not be pulverized, crumbled, or reduced to powder during demolition activities and is taken to a standard C&D facility that accepts non-friable asbestos containing material.

The **Asphalt Roof** (assumed Cat. I ACM) material on structure may remain for demolition given that this material is not in poor condition and will not be pulverized, crumbled, or reduced to powder during demolition activities.

*Note: footage are approximate values and should be field verified prior to providing an abatement estimate.

Under current Ohio standards materials containing less than 1% are not “asbestos containing material”. However, this material is still regulated under OSHA and must adhere to wet handling, prompt cleanup, disposal requirements set forth by 29 CFR 1926 as applies to demolition operations involving materials containing less than 1% asbestos.

Notice:


An Ohio EPA Notification of Demolition and Renovation form must be completed and submitted to the Ohio EPA at least ten working days prior to the commencement of any abatement or demolition activity. The amount, type and condition of the asbestos-containing materials found in this inspection, as well as the materials assumed to be asbestos-containing materials, must be noted on the form. The name and certification number of the asbestos inspector must be included.

If any additional materials are encountered in these locations, these materials should be left intact and undisturbed until they can be inspected and and sampled by a licensed Asbestos Abatement Evaluation Specialist. H&H Environmental would be happy to return to the site if additional suspect materials are encountered during demolition activity. The other option is to assume that the material is asbestos-containing and have it abated as such.

This report, and the supporting findings, data, conclusions, and recommendations represents H&H Environmental's efforts on behalf of the client. This report is not an asbestos abatement specification and shouldn't be used for specifying removal techniques or methods. The assessments, conclusions, results, and recommendations stated in this report are representative of the circumstances and conditions observed by the inspector at the date of the inspection. We cannot assume responsibility for any change in conditions or circumstances that occurred after inspection. The findings in this report, if implemented by the client, should not be construed as as an assurance or implied warranty for the continuing safety, performance, or cost-effectiveness of any equipment, system, product, procedure, facility, or policy recommended or discussed herein.

The recommendations in this report are based on the professional judgment of the inspector and the results of the samples collected an analyzed. H&H Environmental makes no warranty, expressed or implied, and accepts no liability for the presence or absence of asbestos or other hazardous materials in or on home products, materials, and areas. H&H Environmental assumes no responsibility for the cost of repairing, removing, or replacing any undiscovered or unreported condition or defect, or any future condition or defect.

If you have any questions or concerns please feel free to contact H&H Environmental's Charles E. Hurt at 419-618-3072.

Thank you, 
Tyler Rister

ODH License # ES 35958

H&H Environmental

"General Decision Number: OH20210092 05/21/2021

Superseded General Decision Number: OH20200092

State: Ohio

Construction Type: Building

County: Miami County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	01/22/2021
3	02/12/2021
4	02/26/2021
5	05/21/2021

* ASBE0008-010 03/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.82	19.50

 BROH0022-005 06/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 27.01	15.02

 BROH0022-010 07/01/2019

Rates Fringes

TILE FINISHER.....	\$ 24.80	8.63
TILE SETTER.....	\$ 26.80	13.15

ELEC0082-004 11/30/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 32.15	20.51

ELEV0011-002 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.82	35.83

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0018-034 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 35.89	15.09

ENGI0066-045 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

IRON0044-020 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.47	21.20

IRON0290-006 06/01/2020

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 29.68	22.90

LAB01410-005 06/01/2018

	Rates	Fringes
LABORER Asbestos Abatement (Removal from Ceilings, Floors, and Walls).....	\$ 24.50	10.90
Mason Tender - Brick.....	\$ 25.10	10.90

PAIN0249-005 06/01/2020

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 24.17	11.22

PAIN0387-002 06/01/2020

	Rates	Fringes
GLAZIER.....	\$ 27.03	15.67

PLUM0050-009 10/05/2020

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 42.58	28.01

PLUM0162-009 06/01/2020

	Rates	Fringes
PLUMBER (Includes HVAC Pipe Installation).....	\$ 32.25	26.47

ROOF0042-001 08/01/2020

	Rates	Fringes
ROOFER.....	\$ 28.45	17.05

* SFOH0669-009 04/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.25	25.81

* UAVG-OH-0021 01/01/2019

	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.56	16.37

* UAVG-OH-0025 01/01/2018

	Rates	Fringes
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....	\$ 28.10	23.41

SUOH2012-094 08/29/2014

	Rates	Fringes
CARPENTER.....	\$ 21.80	7.13
CEMENT MASON/CONCRETE FINISHER...	\$ 26.07	12.34
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 21.02	4.21
FORM WORKER.....	\$ 22.41	9.01

LABORER: Common or General.....\$ 19.55	6.44
LABORER: Mason Tender - Cement/Concrete.....\$ 22.95	8.60
LABORER: Pipelayer.....\$ 23.98	8.58
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 31.97	9.08
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 30.26	12.58
OPERATOR: Bulldozer.....\$ 26.01	4.95
OPERATOR: Loader.....\$ 29.99	12.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 30.28	13.29
OPERATOR: Roller.....\$ 28.25	12.61
PAINTER: Spray.....\$ 22.78	12.40
SHEET METAL WORKER (HVAC Duct and HVAC Unit Installation Only).....\$ 24.11	12.98
TRUCK DRIVER: Dump (All Types)...\$ 22.08	11.51

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

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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 www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"